NIGER DELTA UNIVERSITY
WILBERFORCE ISLAND, BAYELSA STATE.

66th Inaugural Lecture

JOB SECURITY:
PROTECTING THE RIGHT TO WORK IN NIGERIA

PROF. GOGO GEORGE OTUTURU
LL.B., LL.M, PhD, BL, DipEd, CBA, AITD, ACIArb
Professor of Commercial and Industrial Law
Dean, Faculty of Law
Niger Delta University, Wilberforce Island, Bayelsa State

NIGER DELTA UNIVERSITY

WILBERFORCE ISLAND, BAYELSA STATE.

66th Inaugural Lecture

Title:

JOB SECURITY:

PROTECTING THE RIGHT TO WORK IN NIGERIA

By

PROF GOGO GEORGE OTUTURU

LL.B., LL.M, PhD, BL, DipEd, CBA, AITD, ACIArb

Professor of Commercial and Industrial Law

Dean, Faculty of Law

Niger Delta University, Wilberforce Island, Bayelsa State

Wednesday 17th December, 2025.

Published by:
Niger Delta University Publishers Ltd
Wilberforce Island, Bayelsa State, Nigeria.
P.M.B. 071, Yenagoa, Bayelsa State
Email:ndupublishersltd@ndu.edu.ng

First Published 2025

ISBN: 978-978-61824-7-6

Inaugural Lecture Series No. 66

NIGER DELTA UNIVERSITY

Wilberforce Island, Bayelsa State, Nigeria

Motto

Creativity, Excellence, Service

Vision

To be a centre of excellence defined by well articulated programme that will produce creative and innovative minds

Mission

To strive to maintain an international reputation for high quality scholarship, research and academic excellence for the promotion of thesocio-cultural and economic well-being of mankind

NIGER DELTA UNIVERSITY ANTHEM (THE BRIGHTEST STAR)

Like the brightest star we are, to lead the way
To good education that is all our due,
The dream of our fathers like the seed has grown;
Niger Delta University is here to stay.

Let us build on this noble foundation
And with love, let our dedication increase,
To rise and uphold this noble vision
Ev'ry passing moment let our zeal never decrease.

In all that we do, let us bring to mind
Our duty as staff and students of N.D.U
Ev'rywhere to promote peace towards mankind.
Creativity, Excellence and Service

CHORUS
Rejoice, great people old and new, rejoice
For the good fruit through us is shown;
Be glad in our worthy contribution
To the growth of humanity (x2)

CONTENTS

PROTOCOL

The Vice Chancellor
Deputy Vice Chancellor (Administration)
Deputy Vice Chancellor (Academic)
The Registrar
The Bursar
University Librarian
Provost of the College of Health Sciences
Dean, School of Postgraduate Studies
Deans of Faculties and Directors of Institutes and Centres
Heads of Departments
Distinguished Professors
Other Academic and Administrative Staff
Great Students of Niger Delta University
Clergy
Royal Fathers
Distinguished Guests
Members of the Press
Ladies and Gentlemen

PREAMBLE

My Vice Chancellor, as I used to call you, Sir. In the Acts of the Apostles, Chapter 2, verse 17, Apostle Peter referred to a prophecy by Joel that God would pour out His Spirit upon all people and they shall have dreams. Many people equate dreams with nightmares. But real dreams come from God. Dreams are pictures of the future.

As a child, I dreamed of becoming a barrister, a teacher and a chief executive officer who would exude knowledge in the courtroom, in the classroom and in the boardroom. I knew that was not an ambition, but a destiny to be fulfilled. While in secondary school, precisely in Nembe National Grammar School, I was nicknamed "Bar GO" meaning Barrister Gogo Otuturu. Today, I have achieved that dream. I have been called to the Nigerian Bar since 1992 and I have been exuding knowledge in the courtroom for decades.

My Vice Chancellor, Sir. I started my teaching career quite early in life. I made A1 in English Language and A3 in Government in the General Certificate of Education (GCE) Examinations. This gave me the impetus and the audacity to venture into the teaching of English Language and Government in secondary schools. While in the University, precisely in Rivers State University of Science and Technology,[1] Nkpolu-Oroworukwo, Port Harcourt, I went from school to school to teach and prepare

[1] Now Rivers State University.

students for WAEC and JAMB examinations especially during the long vacation. I taught at Government Secondary School, Twon Brass, and Community Secondary School, Okoroma, which is my place of birth.

During the academic session, I took up part-time teaching jobs with many extra-mural classes in the evening and earned quite a lot of money. I later became the Chief Executive Officer of two educational outfits. The first is Examination Tutors which prepared students for WAEC and JAMB examinations and the second is Centre for Administrative Studies (a.k.a. CAS) which prepared students for professional examinations and also organized training for both private and public organizations. I was also the Chief Executive Officer of my own telecommunications outfit known as CAS Communications Ltd. With these outfits, I achieved my dream of becoming a chief executive officer exuding knowledge in the boardroom. Today, as the sitting Dean of the Faculty of Law, I am still exuding knowledge in the boardroom.

After my university education in Law, I undertook one-year Postgraduate Diploma in Education (DipEd) with specialization in Educational Management with Imo State University, Owerri, and one-year Certificate in Business Administration (CBA) with the Centre for Continuing Education, University of Port Harcourt, to consolidate my teaching and business careers. Little did I know, then, that God was using little things to prepare me for a greater teaching assignment in the Bayelsa State College of

Arts and Science, Agudama-Epie from 2001-2010, the Bayelsa State College of Education, Okpoama-Brass[2] from 2010-2014, the Bayelsa State College of Arts and Science, Elebele[3] from 2014-2016 and the Niger Delta University from 2016 to date.

My Vice Chancellor, Sir. I am glad that I have traversed all the three tiers of higher education in Bayelsa State. Today, as **Professor of Commercial and Industrial Law**, I have become a teacher of the highest class and I am still exuding knowledge in the classroom.

My Vice Chancellor, Sir. It is in continuation of my childhood dream to exude knowledge in the courtroom, boardroom and classroom that I have put together some of my cutting-edge research in the field of Commercial and Industrial Law in this lecture titled **'Job Security: Protecting the Right to Work in Nigeria.'**

[2] Now Isaac Jasper Boro College of Education, Sagbama
[3] Now Bayelsa State Polytechnic, Aleibiri

1.0 INTRODUCTION

The concept of job security was developed in the nineteenth century in response to the employment-at-will doctrine that was then in place, which allowed business owners complete discretion to hire and fire workers in order to achieve flexibility. In *Woolley v Hoffman Roche Inc*[1] the court succinctly defined job security as 'the assurance that one's livelihood, one's family future, will not be destroyed arbitrarily except for good cause and following a fair determination.' This means that any arbitrary termination of employment or unjustified dismissal amounts to not only the deprivation of the employee's livelihood but also the deprivation of the future of all those who depend on him for their livelihood.

This lecture examines job security as a check and balance on flexibility. It examines international and domestic instruments and devices for protecting workers against arbitrary termination and unjustified dismissal. It argues that there are inadequate laws to protect the right to work in Nigeria. There is also too much reliance by the courts in Nigeria on the principles of the common law in the termination of employment and the remedies available to workers for arbitrary termination and unjustified dismissal. It calls for a comprehensive review of the Labour Act in conformity with international labour standards.

[1] 101 NJ 104990 A.2nd 515, 1985.

2.0 CONCEPTUAL CLARIFICATIONS

Labour law, also called industrial law, is a multidisciplinary subject. It is a specialized contract and forms an integral part of commercial law. Its principles are firmly rooted in law of contract, constitutional law, administrative law, human rights law, international law and industrial relations. It is therefore intended to clarify some important concepts in these related disciplines which underly this study. These are freedom of contract, labour rights, human rights, redundancy, retrenchment, job security and flexibility.

2.1 Freedom of Contract in Industrial Relations

During the industrial revolution, the philosophy of *laissez faire* became the dominant economic and social ideology. It emphasized that individuals have inalienable right to make contracts and the law should not interfere with the 'freedom of contract.' This idea formed the basis of analysis of capitalist economy by Adam Smith.[2]

There are two main policies that shaped the law of contract at the wake of the industrial revolution. The first is 'freedom of contract' while the second is 'sanctity of contract.' These two ideas became the foundations upon which the law of contract or, by application, the contract of employment, is built.[3]In its most expansive definition, labour law is simply the application of the

---

[2] Adam Smith, *The Wealth of Nations* (Bentham Books 1776).

[3] PS Atiyah, *An Introduction to the Law of Contract* (3rd edn, Oxford University Press 1981) 4-5.

principles of the law of contract, constitutional law, administrative law, human rights law, international law and industrial relations to the employer-employee relationship.

The term "freedom of contract" has three related meanings. First of all, it refers to the freedom to decide whether or not to make a contract. By application, a person is free to choose whether to work for another as an employee or to work for himself as independent contractor or self-employed person or entrepreneur.

Secondly, it means that one is free to choose the person with whom one is to enter into a contract. By application, if a person chooses to work for another as an employee, he equally has the freedom to choose the person or entity for whom he would work. Any form of denial of this freedom will result in slavery, servitude or forced labour except as a punishment for crime or compulsory national service.[4] On the other hand, if he decides to be in business as an entrepreneur, he equally has the freedom to choose the person or persons he will employ to work for him. In the third place, it means freedom to determine what would be the content of the contract. In other words, the parties are free to choose the terms should be included in the contract. In essence, freedom of contract postulates that a contract derives its source and validity from the mutual consent of the parties, which is a manifestation of the free choice of the parties.[5]

---

[4] Constitution of the Federal Republic of Nigeria 1999, as amended, s 34.
[5] GHL Fridman, 'Freedom of Contract' [1967] 2 *Ottawa Law Review* 1.

Sanctity of contract simply means that once parties freely and voluntarily enter into a contract, it becomes sacred and the courts should enforce it if it is broken.[6] It follows that whatever contract the parties willingly enter into binds them. It means that the terms of the contract are settled and must be respected and enforced by the courts.[7]

It is this philosophy of *laissez faire* or freedom of contract that enjoins the courts to respect the intention of the parties to a contract as manifested in the agreement between them.[8] A party will be in breach of the contract if he behaves in any way that deviates from its provisions.[9] Damages, reinstatement (or specific performance) and injunction are the remedies available to the party who suffers harm by the breach.[10]

2.2 Labour Rights as Human Rights

Just to put it simply, "human rights" are rights that all people have because they are human but "labour rights" are rights that people have simply because they are workers.[11] Sometimes,

---

[6] *Chukwumah v SPDC*[1993] 1 NWLR (Pt 289) 512.
[7] GG Otuturu, 'Implications of Sanctity of Contract in Employer-Employee Relations' [2006] 10(1-2) *Modern Practice Journal of Finance and Investment Law* 111.
[8] *Cooperative Development Bank Plc v Ekanem* [2009] 16 NWLR (Pt. 1168) 585, 602.
[9] *Nwaolisah v Nwabufoh*[2011] 14 NWLR (Pt 1268) 600, 833 (Adekeye JSC).
[10] *Dauda v Lagos Building Investment Co. Ltd* [2011] 5 NWLR (Pt 1241) 411, 428 (Galinje JCA).
[11] K Kolben, 'Labour Rights as Human Rights' [2010] 50(2) *Virginia Journal of International Law* 449, 453.

labour rights are used interchangeably with trade union rights. However, trade union rights deal with the associative rights or collective rights of workers, while labour rights, usually referred to as employment rights, include both the collective rights of workers and the individual rights of workers.

The freedom of association, the right to collective bargaining and strike are examples of the collective rights of workers. The individual rights of workers, on the other hand, include the right to a just wage (which has moved from minimum wage to living wage), the right to decent conditions of work, freedom from slavery and forced labour, freedom from unfair labour practices and freedom from discrimination in employment.

The ILO Declaration of Fundamental Principles and Rights at Work 1988 elevated some labour rights to the status of human rights at work. They are: (1) freedom of association and the right to bargain collectively; (2) elimination of all forms of forced labour; (3) effective abolition of child labour; and (4) elimination of discrimination in employment and occupation. The inclusion of these rights in the Declaration marked their transformation from the status of labour rights to human rights at work. To this extent, the Declaration effectively extends the model applying to human rights, as "universal, indivisible, interdependent and interrelated"[12] to labour rights.[13] As stated by

[12] United Nations General Assembly, Vienna Declaration and Programme of Action, 1993, para 5.

the United Nations Secretary-General:

> Labour rights are human rights, and the ability to exercise these rights in the workplace is a prerequisite for workers to enjoy a broad range of other rights, whether economic, social, cultural, political or otherwise.'[14]

The International Bill of Human Rights and the International Labour Code serve as the foundation for the rights outlined in the ILO Declaration of Fundamental Principles and Rights at Work 1988. The International Bill of Human Rights comprises the Universal Declaration of Human Rights 1948, the International Covenant on Civil and Political Rights 1966, and the International Covenant on Economic, Social and Cultural Rights 1966[15] while the International Labour Code comprises the conventions and recommendations adopted by the International Labour Organization.[16]

---

[13] Francis Maupain, 'Revitalization Not Retreat: The Real Potential of the 1998 ILO Declaration for the Universal Protection of Workers' Rights' [2005] 16(3) *European Journal of International Law* 439, 462.

[14] United Nations, *Right to Freedom of Peaceful Assembly and of Association: Note by the Secretary-General* (United Nations 2016) 6. See also Keith Ewing, 'Laws against Strikes Revisited' in C Bernard and others (eds), *The Future of Labour Law: Liber Amicorum Bob Hepple QC* (Hart Publishing 2004) 51.

[15] L Sibbel, 'ILO Conventions and the Covenant on Economic, Social and Cultural Rights: One Goal, Two Systems' [2001] 1 *Dialogue + Cooperation* 51, 63.

[16] JM Servais, *International Labour Law* (3rd revised edn, Kluwer Law International BV 2011) 96.

Regarding the establishment of global labour standards, the rights proclaimed in the United Nations Universal Declaration of Human Rights 1948 have been reaffirmed in the ILO Declaration Concerning Multinational Enterprises 1977, the ILO Declaration of Fundamental Principles and Rights at Work 1998 and the ILO Declaration on Social Justice for a Fair Globalization 2008. The rights proclaimed in the United Nations Universal Declaration of Human Rights 1948 and the ILO Declaration of Fundamental Principles and Rights at Work 1988 have also been reaffirmed in the United Nations Global Compact[17] and the United Nations Guiding Principles on Business and Human Rights.[18]

2.3 Redundancy and Retrenchment

Under the Labour Act, redundancy is defined as 'an involuntary and permanent loss of employment caused by an excess of manpower.'[19] It shows a scenario in which an employer reduces the workforce by laying off extra workers since there is excess manpower.[20] Stated differently, it refers to the termination of employment for economic, technological, structural or similar

---

[17] United Nations, 'Ten Principles of the United Nations Global Pact' (Global Pact Office 2008).

[18] United Nations, 'Guiding Principles on Business and Human Rights: Implementing the United Nations "Protect, Respect and Remedy" Framework' (United Nations 2011).

[19] Labour Act, Cap L1, Laws of the Federation of Nigeria, 2004, s 20(3).

[20] GG Otuturu, *Legal Aspects of Employment in Nigeria* (Pearl Publishers 2006) 180.

reasons.[21] In one word, redundancy means retrenchment. It is not the same thing as forced resignation. Instead, it is a special procedure that allows an employee to be quietly and lawfully relieved of his position.

Redundancy may be caused by a number of factors. They include fall in demand in the product market, dwindling fortunes of the employer and reorganization of the existing production patterns, which may necessitate the reduction of the workforce or closure of an entire unit.[22] This is because no business can afford to continue to operate at a loss due to excess workforce.

In *Ejah & Ors v Niger Mills Co. Ltd*[23] where the evidence showed that the contracts of employment of the claimants were terminated as a result of the change from manual to automated process which requires fewer employees to operate the machines, the National Industrial Court held that the termination was justified for economic and technological reasons, which is recognized under the Labour Act as a ground for redundancy.

The ultimate outcome of redundancy is permanent loss of jobs, which has far-reaching social and economic consequences. Workers who are declared redundant often have to relocate to find new jobs. Older people will find it more difficult to find new jobs. This will cause serious disruptions in the lives of

---

[21] See ILO Termination of Employment Convention 1982 (No. 158), article 13(1).
[22] *Gerawa Oil Mills Ltd v Babura* [2018] LPELR-44720(CA).
[23] Suit No. NICN/CA/97/2014 delivered on 26th February 2015.

individuals, families and communities. As a result, redundancy decisions are regulated by law.[24]

The employment of every affected employee automatically comes to an end when redundancy takes place. Regrettably, an employee does not have any right not to be declared redundant outside his contract of employment or collective agreement applicable to him,[25] However, before declaring an employee redundant, the employer must abide by any redundancy clause in the contract of employment.

In *Steyr (Nig.) Ltd v Gadzama & Ors*[26] the contract of employment provides that the company would absorb employees who are surplus in one unit in other units and that there would be no retrenchment until there is full investigation and that the principle of last-in-first-out would be applied. The company retrenched the respondent without complying with these conditions. It was held that the respondents were entitled to damages as the company declared them redundant in violation of the terms of the contract of employment. Lamenting on the plight of the respondents in this case, Orah JCA said:

> [T]he respondents were forced out of employment in total and flagrant violation of the procedure laid down precedent to declaring them

---

[24]*Food, Beverage and Tobacco Senior Staff Association v Premier Breweries Ltd* [1989-90] NICLR 56, 68.
[25]*Peugeot Automobile Nigeria Ltd v Oje* [1997] 1 NWLR (Pt. 530) 625.
[26] [1995] 7 NWLR (Pt. 407) 305.

> redundant without regard to their length of service and loyalty. [They] dealt with the respondents as disposable wastes.[27]

Redundancy in Nigeria seems to be governed by only section 20 of the Labour Act. Although the section does not enumerate the substantive reasons for redundancy, it prescribes the procedure that an employer has to follow in declaring redundancy.

There are many shortfalls in the provisions relating to redundancy. The Act merely confers on the trade union or workers' representative a right to be informed by the employer of the reasons and the extent of the anticipated redundancy in his establishment.[28] It does not prescribe any sanction for noncompliance. The question is: Can the union sue the employer for failure to notify it of an anticipated redundancy? It is submitted that the word "shall" makes it mandatory for the employer to notify the trade union in terms of the provisions of the Act.

However, in *National Union of Hotels and Personal Services Workers v Imo Concorde Hotels Ltd*[29] the appellant union sued when the contracts of employment 5 of its members were terminated on ground of redundancy. The union alleged that the

---

[27] Ibid 337.
[28] Labour Act, s. 20(1)(a). There are similar provisions to protect the interests of employees in mergers and acquisition. See Securities and Investment Act 2007, s 123(2).
[29] [1994] 1 NWLR (Pt 320) 306.

employer failed to notify it of the retrenchment as required by section 20(1) of the Labour Act and, accordingly, sought for reinstatement. The appellants were found to have no legal recourse under the Act for the employer's failure to notify the trade union of the redundancy.

It is argued that this approach does not align with global best practices. In *Hotel and Personal Services Senior Staff Association v Owena Hotels Ltd*[30] where the contracts of employment of the claimant's union leaders were allegedly terminated due to redundancy, the National Industrial Court ordered their reinstatement on the ground that while carrying out the purported redundancy exercise, the defendant failed to comply with the provisions of the Labour Act. It is submitted that this approach is more proactive and aligns with global best practices.

The Act also subjects the last-in-first-out (LIFO) principle to managerial discretion. It gives the employer absolute discretion to decide the fate of any worker to be retrenched based on a number of factors[31] which do not have any objective criteria. It is submitted that the Act gives the employer undue advantage and managerial discretion to select the employees to be laid off. In *Guinness (Nigeria) Ltd v Agoma*[32] the respondent worked as a nurse along with two others in the appellant company. She and

[30] [2005] 3 NLLR (Pt 7) 163.
[31] Labour Act, s. 20(1)(b).
[32] [1992] 7 NWLR (Pt 256) 728

one other nurse were retrenched and the one who was the senior-most was retained. The respondent challenged the selection process. The appellant adduced evidence that prior to the respondent's retrenchment, the three nurses scored equally in the performance test. The Court of Appeal upheld the validity of the exercise.

The Act further leaves the worker without any statutory right to redundancy payments. This is because the Act does not make the employer liable to make redundancy payments to the affected worker. It is to be noted that the purpose of redundancy payments is to compensate for loss of security[33] and to assist the individual worker in his or her search for alternative employment.[34] As critical as this might be, the Act merely enjoins the employer to use his best endeavours to negotiate redundancy payments to workers who are not protected by regulations made by the Minister of Labour.

The Minister of Labour has not made any regulations regarding compulsory redundancy payments. There is therefore no statutory right to redundancy payment vested in the worker and no liability is imposed on the employer to make redundancy payment.[35] As a result, he is not entitled to redundancy payment

---

[33] See *Wynes v. Southrepps Hall Broider Form Ltd* (1968) 1 Times Report 407

[34] S Deakin and G Morris, *Labour Law* (3rd edn, Stevens and Sons 2001) 508

[35] MT Okorodudu, *The Worker and Privatization in Nigeria: A Legal Perspective* (Current Legal Law Review 1988) 22.

beyond the terms of contract of employment and any collective agreement which is applicable to him.

In *Nwawka v Shell Petroleum Development Co. (Nig) Ltd*[36] the appellant was a highly rated employee of the respondent company. After some reorganization in the company, the appellant was declared redundant. He was offered the sum of N30 million as his parting gift, but he refused the offer and sued for a declaration, *inter alia*, that he was not a redundant employee based on job performance, job availability and his status in the respondent company. The Supreme Court dismissed the appeal and stated an employee does not have any general right not to be declared redundant beyond what his contract or collective agreement provides.[37]

The term "worker" has a narrow definition under the Labour Act. It does not include persons exercising administrative, executive, technical or professional functions as public officers or otherwise.[38] The implication is that the redundancy provisions under the Labour Act have limited application. Employees in the administrative, executive, technical and professional cadres are exempted from the provisions. Thus, in *Mbilitrem v Unity Kapital Plc*[39] the National Industrial Court held that the claimant, who is a manager with the defendant, was not a junior staff and, therefore, incapable of invoking the provisions on redundancy.

---

[36] [2003] 6 NWLR (815) 184.
[37] bid 207 (Ayoola JSC).
[38] Labour Act, s 91.
[39] [2013] 32 NLLR (Pt 92) 196.

In *Evans Bros. (Nig.) Ltd v Falaiye*[40] the respondent was employed as a senior editor and at the time his appointment was terminated by the appellant, he was the company's controller of publications. The respondent contended that the appellant did not comply with the provisions of section 20(1)(a) of the Labour Act before declaring him redundant. The Court of Appeal held that the respondent was, throughout his stay with the company, a person exercising administrative, executive or technical functions and, therefore, the provisions of section 20(1)(a) of the Labour Act were not applicable to him.

The present state of the law on redundancy in Nigeria is antagonistic to workers. It inflicts the worker with double pains. It takes away the right of a worker to his job and it deprives him of the right to compensation for the loss of his job. It leaves the worker at the discretion of his employer to be treated as a disposable waste.

2.4 Job Security and Flexibility

Simply put, job security means protection against arbitrary termination and unjustified dismissal from employment.[41] According to the international Labour Organization, 'employment security means that workers have protection against arbitrary and short-notice dismissal from employment as

---

[40] [2003] 12 NWLR (Pt 838) 564

[41] GG Otuturu, 'Employment Protection through the Nigerian Labour Laws: Lessons from United Kingdom and South Africa' [2017] 7(1) *African Journal of Law and Criminology* 54-69, 54.

well as having long-term contracts of employment and having employment relations that avoid casualization.'[42]

Job security and employment security may be used interchangeably. The only difference is that at the individual level, job security refers to the current job and the security of being able to keep it; while employment security pertains to the future and it is related to the collective level of employment.[43] To put it in another way, job security is concerned with workers or wage earners. It does not cover job seekers.[44] It does not also cover self-employed workers. Employment security for self-employed workers depends on a number of factors including access to credit to continue business or to expand it, marketability of their products or services, access to skill training that will enable them to diversify to other work and availability of space to carry out their business activities. Without these, there will not be employment security but exit from self-employment to unemployment.[45]

---

[42] International Labour Conference, *Protection Against Unjustified Dismissal* (82nd Session, 1995; Report III (Part 4B) (ILO 1995) <http://www.ilo.org/public/libdoc/ilo/P/09661/09661(1995-82-4B).pdf> accessed 5 April 2016

[43] See R Dekker, 'Employment Security: a Conceptual Exploration' Working document for the Programme 'Employment Security: New Security for a Changing Labour Market' January 2010 at 6-7 <media.leidnuniv.nl/…/20-20-10.paper.ronalddekker-employment-secur> accessed 6 April 2016

[44] S Deakin and GS Morris, *Labour Law* (3rd edn, Butterworths 2001) 383

[45] S Dasgupta, *Employment Security: Conceptual and Statistical Issues* (International Labour Organization 2001) 3-4 <http:/www.ilo.org/public/English/protection/ses/download/docs/employ.pdf> accessed 8 May 2025

According to neoclassical economic theory, labour is a commodity that can be sold and purchased in the labour market just like any other community. In this sense, when people take up employment, they are simply selling their competence to employers who purchase the amount they require to provide goods and services. Therefore, any device for securing employment against the will of any of the parties is seen as harmful as it will impede or hinder the smooth working of the labour market.[46]

However, it soon became apparent that 'labour is not a commodity.'[47] First of all, labour cannot be sold like a commodity since it cannot exist independently of the worker. Secondly, buying or selling of labour is not object of the employer-employee relationship. Whereas the employee is concerned with the security of his job which is his only assurance of steady income, the employer is simply interested in the product of labour. This invariably leads to conflict between the employee's desire for steady income from his work and the employer's requirement for flexibility to adjust his workforce to changes in the product market.[48] Thus, job security is all about balancing the flexibility that employers require to adjust their

---

[46] J Rojot, 'Security of Employment and Employability' in R Blanpain and others (eds), *Comparative Labour Law and Industrial Relations in Industrialized Market Economie*s (Kluwer International BV 2010) 460

[47] See paragraph I(a) of the ILO Declaration of Philadelphia of 9th May 1944 which declared that "labour is not a commodity."

[48] Rojot (n 46) 460-461.

workforce to fluctuations on the product market and changes in technology, and the safeguards that employees need to avoid being fired arbitrarily and without cause.[49]

There are many arguments in favour of flexibility. Organizations usually face increased competition, volatile markets and technological changes which may force them to change their employment practices. Allowing employers to easily hire and fire employees will encourage new ideas, new skills and new approaches to work. Employees who are not ready to embrace new ideas and approaches to work, acquire new skills and contribute meaningfully to the growth of an organization are quickly and easily relieved of their employment to pave the way for innovative workforce.

Different types of flexibility exist. First amongst them is 'employment flexibility' which is the ability to swiftly and affordably alter employment levels. Secondly, 'wage flexibility' which refers to the unrestricted ability to determine wage levels; and, thirdly, 'functional flexibility' which refers to the ability to swiftly and affordably altar work processes, terms and conditions of employment.[50]

---

[49] See GG Otuturu, 'Job Security and the Nigerian Worker: Issues, Challenges and Prospects' [2015] 9(2) *Labour Law Review* 34-53.
[50] H Cheadle, 'Regulated Flexibility: Revisiting the LRA and BCEA' [2006] 27 *Industrial Law Journal* 663, 668.

However, job security is thought to be the primary factor that contributes to income security. It promotes human capital investment, which raises employee motivation, commitment and productivity. It also improves discipline and worker loyalty. Absence of job security generally leads to loss of jobs, income and livelihood. This may ultimately lead to hunger and misery for workers and their families since many developing nations may not have fall back plans, such as unemployment insurance.[51]

The concept of "flexicurity" has now emerged as the equilibrium between flexibility and security. This concept posits that flexibility and security are not contradictory; rather, each has a mutual relationship with the other.[52] They are, in fact, complementary and can strengthen each other.[53] In industrial jurisprudence, flexicurity may be achieved through employment protection laws prescribing rules for hiring and firing.

3.0 THEORETICAL UNDERPINNINGS

There are three, nay four, theories of law that underpin this study. The first is the Marxist theory otherwise called dialectical materialism. The second is the monist theory with its twin sister, the dualist theory, as the third theory. The fourth theory is the

---

[51] Dasgupta (n 45) 7.

[52] RJA Muffels and RCJM Wilthagen, 'Flexicurity: A New Paradigm for Analyzing Labour Markets and Policies Challenging the Trade-off between Flexibility and Security' [2013] 7(2) *Sociology Compass* 111

[53] Dekker (n 43) 13.

consensus (or will) theory part of which has been traversed in the discussion on freedom of contract.

3.1 Marxist Theory (Dialectical Materialism)

The Marxist theory is based on dialectical materialism, which assumes that social and political institutions grow out of economic infrastructure or relations of production. This theory emphasizes the role of conflict and control in labour-management relations. According to its foremost proponent, Karl Marx, there are two great hostile camps in capitalist society. These are the *proletariat*, or the wage-earners, and the *bourgeoisie*, or owners of the means of production.[54]

In modern time, the *bourgeoisie* are the capitalists or employers while the *proletariat* are the workers or employees. These two groups have inherent conflict in their interests. Employers want to maximize profits and to have business expansion, while the workers want to maximize wages and to have job security.[55] and to have business expansion. This conflict ultimately manifests in the form of strikes by workers and lockouts by employers.[56]

---

[54] GG Otuturu, *Legal Aspects of Industrial Relations in Nigeria* (Pearl Publishers 2007) 4-5.

[55] HC Katz and TA Kochan, *Introduction to Collective Bargaining and Industrial Relations* (2nd edn, McGraw-Hill Co. Inc. 2000) 4.

[56] GG Otuturu, 'The Limits of the Right to Strike in Nigeria: International and Comparative Perspectives' (Unpublished PhD Thesis, Rivers State University 2019) 1.

Workers believe that their most effective tool to balance the power equation at the workplace is the right to strike. They regard it as the most powerful safeguard against low wages or poor conditions of work that employers may impose on them irrespective of the terms of employment contained in the contracts of employment and collective agreements.[57]

Workers also employ strikes as 'a weapon of last resort to compel negotiations and to enforce collective agreements whenever the need arises and it becomes appropriate.'[58] Overall, strikes are the most effective tools used by workers 'to countervail the prerogative power of management to lockout workers from the workplace or to shut down plant, which is inherent in the right of property.'[59]

3.2 Theories of Monism and Dualism

Nigeria has ratified many treaties, conventions and protocols adopted by the ILO,[60] the UN[61] and the AU.[62] Accordingly, she

---

[57] WD Ross, 'Industrial Relations in Great Britain' [1942] 58 *Law Quarterly Review;* 184, 187.

[58] *Union Bank of Nigeria Plc v Edet* [1993] 4 NWLR (Pt. 287) 288, 295 (Uwaifo JCA).

[59] P Davies and M Freedland, *Khan-Freund's Labour and the Law* (3rd edn, Stevens & Sons 1983) 292.

[60] Nigeria has ratified a total of 40 ILO Conventions including all the core conventions See ILO, 'Ratifications for Nigeria' <https://www.ilo.org/dyn/normlex/en> accessed 4 October 2018.

[61] Nigeria has ratified the United Nations International Covenant on Civil and Political Rights and the International Covenant on Economic, Social and Cultural Rights on 29 October 2014.

has an obligation to implement such treaties, conventions and protocols within her domestic sphere. By virtue of the Vienna Convention on the Law of Treaties,[63] ILO conventions are treaties. This is due to the fact that the terms treaty, convention, covenant, charter, protocol, pact and agreement are all interchangeable and have the same meaning.[64] As such, the rules governing the domestic implementation of international treaties also apply to ILO conventions.

States have developed and practised two main theories with respect to the domestic implementation of international legal

---

[62] Nigeria is a founding member of the African Union (AU) and has domesticated the African Charter on Human and Peoples Rights 1981. See the African Charter on Human and Peoples Rights (Ratification and Enforcement) Act, Cap A9, LFN, 2004.

[63] Vienna Convention on the Law of Treaties(1969) (hereinafter simply referred to as VCLT).

[64] Article 2 of VCLT defines "treaty" as an international agreement concluded between States in written form and governed by international law, whether embodied in a single instrument or in two or more related instruments and whatever its particular designation. The phrase "whatever its particular designation" suggests such designations as "convention, covenant, charter, protocol, pact and agreement". See EA Oji and OD Amucheazi and MVC Ozioko, 'The Relevance of International Labour Organization Conventions to Promote Rights of Workers and Fair Labour and Industrial Practice in Nigeria' [2016] 7(1) *Journal of Emerging Trends in Educational Research and Policy Studies* 65, 72.

instruments. These are the theories of monism and dualism.[65] Both theories are common in South Africa and Nigeria.[66]

The monist theory holds that domestic law and international law are parts of the same legal framework.[67] When an international treaty is made in accordance with the Constitution, it practically becomes binding law. Therefore, upon ratification, international treaties under what is known as "automatic incorporation" or "adoption" into domestic.[68] Thus, in monist states, duly ratified treaties are integral part of domestic law. This is the prevalent view in Latin America and majority of the European nations.[69] According to the dualist theory, the objects, subjects and sources of domestic law and international law are different.[70] In respect

---

[65] For a detailed historical development of the theories of monism and dualism, see OA Mengenli, 'Does It Make a Difference to Follow Monism or Dualism?' [2010] 2 *Ankara Bar Review* 85; E Borchard, 'The Relations between International Law and Municipal Law' [1940] 27 *Virginia Law Review* 137.

[66] Constitution of the Republic of South Africa 1996, article 231(4) provides that 'every international agreement becomes law in the Republic when it is enacted into law by national legislation' while article 232 provides that 'customary international law is law in the Republic unless it is inconsistent with the Constitution or an Act of Parliament'

[67] C Thomas, M Oelz and X Beaudonnet 'The Use of International Labour Law in Domestic Courts: Theories, Recent Jurisprudence and Practical Implications'
<https://www.researchgate.net/publication/265424058>accessed 29 October 2017.

[68] Ibid.

[69] United Nations Committee on Elimination of Racial Discrimination, CERD/C/338/Add.1/Rev.1 (Oct. 1988), para 8.

[70] Hans Kelsen, 'The Concept of the Legal Order' [1982] 27 *American Journal of Jurisprudence* 64, 76.

of their objects, only inter-state obligations are governed by international law, while only intra-state obligations are governed by domestic law particularly obligations between individuals and institutions within a state.[71] In respect of their subjects, only independent states are subjects of international law.[72] This means that individuals are not subjects of international law. Regarding their sources, international law derives it source and validity from the common will or agreement of the contracting states, expressed as *pacta sunt servanda*.[73] Customary international law[74] and international treaties are the main sources of international law.[75] Conversely, the Constitution represents the will of the state, which is the source and legitimacy of domestic law.[76]

According to this theory, international law cannot be applied domestically unless it has been domesticated or enacted into law by an appropriate organ of the state.[77] The majority of

---

[71] Thomas (n 67).

[72] *Walker v Bard* [1892] AC 491, 497, 639.

[73] M Brindusa, 'The Dualist and Monist Theories: International Law's Comprehension of These Theories' 2 http://revcurentjur.ro/old/arhiva/attachments_200712/recjurid071_22F.pdf> accessed 31 October 2017.

[74] See MN. Shaw, *International Law* (Cambridge University Press 1997) 110; EA Oji, 'Application of Customary International Law in Nigerian Courts' [2010] *NIALS Law and Development Journal* 151, 152-154.

[75] Customary international law develops through the evolution of state practice, while international treaties or conventions are in the form of either bilateral or multilateral contracts binding upon the signatories. See the Statute of the International Court of Justice, Article 28(1).

[76] Brindusa (n 73) 2.

[77] Kelsen (n 70) 76.

Commonwealth nations including the United Kingdom are examples of monist states.[78] However, South Africa is an example of a dualist state that incorporates features of monism.[79]

In dualist states, conventions and treaties can be domesticated in one of two ways.[80] The first is known as "incorporation" in which case the treaty is incorporated into domestic law by enacting a statute to implement the treaty and annexing the entire treaty to it as a schedule. It is claimed that the statute is said to have an international flavour when this occurs. The African Charter on Human and Peoples Rights (Ratification and Enforcement) Act[81] is a good example.

The second is referred to as "transformation" in which case the treaty is transformed into domestic law by amending an existing domestic law in conformity with the treaty or by re-enacting the

---

[78] Ian Brownlie, *Principles of Public International Law* (3rd edn, Oxford University Press 1979) 48-49.

[79] For a brief survey of the position in some African countries, see OWC Duru, 'International Law versus Municipal Law: A Case Study of Six African Countries''<http://ssm.com/abstract+2142977> accessed 7 November 2017.

[80] For a detailed discussion of the various approaches to the domestication of international law, see S Neudorfer and C Wernig, 'Implementation of International Treaties into National Legal Orders: The Protection of the Rights of the Child within the Australian Legal System' [2010] 14 *Max Planck United Nations Year Book;* 409.

[81] African Charter on Human and Peoples Rights (Ratification and Enforcement) Act, Cap A9, LFN 2004.

substantive provisions of the treaty as a domestic law.[82] A good example is section 5(1) of the Labour Act[83] which re-enacts Article 8 of the ILO Protection of Wages Convention 1949.[84]

If a treaty is transformed into domestic law, it will rank at par with other domestic laws. However, a treat will be given a higher status than domestic laws if it is incorporated as a schedule to a domestic law. Thus, the African Charter ranks higher than other domestic laws. Only the Constitution ranks higher than the Charter. In *Oshevire v British Caledonia Airways*[85] the Court of Appeal held that 'any domestic legislation in conflict with the Convention is void.'[86] In *Abacha v Fawehinmi*[87] Ogundare JSC stated the position of the law as follows:

> No doubt Cap 10[88] is a statute with international flavour. Being so, therefore, I would think that if there is a conflict between it and another statute, its provisions will prevail over those of the other statute for the reason that it is presumed that the legislature does not intend to breach an

---

[82] OO Shyllon, Monism/Dualism or Self Executing: The Application of Human Rights Treaties by Domestic Courts in Africa' (Paper presented at the Advanced Course on the International Protection of Human Rights at the Institute for Human Rights, Abo Akademi University, 17-28 August 2009) 7.
[83] Labour Act, Cap L1, LFN 2004.
[84]ILO, Protection of Wages Convention 1949 (No. 95).
[85] [1990] 7 NWLR (Pt. 163) 507.
[86] Ibid 519-520 (Ogundare JCA).
[87] [2000] 6 NWLR (Pt. 660) 229.
[88]Cap 10 LFN 1990 is now Cap A2, LFN 2004.

> international obligation. To this extent … the Charter possesses "a greater vigour and strength" than any other domestic statute. But that is not to say that the Charter is superior to the Constitution...[89]

Like other commonwealth countries,[90] Nigeria is a dualist state.[91] The dualist theory is found in section 12(1) of the CFRN 1999, as amended, which provides as follows:

> No treaty between the Federation and any other country shall have the force of law except to the extent to which any such treaty has been enacted into law by the National Assembly.

Thus, in *Abacha v Fawehinmi (supra)* the Supreme Court held that the National Assembly must domesticate treaty to which Nigeria is a party before it can take effect.[92] Again, in *Registered Trustees of National Association of Community Health Practitioners of Nigeria (NACHPN) v Medical and Health*

---

[89] Abacha (n 99) 289.

[90] For the position in India, see N Sharma, 'Practice in Relation of International Law in India' [2015] 2(11) *Law Mantra Online Journal;* 1-10 <journal.lawmantra.co.in> accessed 26 December 2018; for South Africa, see ED Wet and others, *The Implementation of International Law in Germany and South Africa* (Pretoria University Press 2015) 23-50.

[91] BI Olutoyin, 'Treaty Making and Its Application under Nigerian Law: The Journey So Far' [2014] 31(31) *International Journal of Business and Management Innovation* 7; CN Okeke, 'International Law in the Nigerian Legal System' [1997] 17 *California Western International Law Journal* 311.

[92] Abacha (n 87) 288 (Ogundare JSC).

Workers Union of Nigeria[93] the Supreme Court held that ILO Conventions 87 and 98 are not legally binding in Nigeria and cannot be enforced unless they have been enacted into law by the National Assembly.[94]

However, this position has been altered by the National Industrial Court Act 2006 and the Constitution of the Federal Republic of Nigeria 1999, as amended by the Constitution (Third Alteration) Act 2010. Under these laws, the National Industrial Court has jurisdiction to apply international best practice in labour[95] and international labour standards[96] in the resolution of labour disputes. In addition, the CFRN 1999, as amended, contains some ground-breaking provisions relating to the application of international conventions, treaties and protocols concerning labour and industrial relations in Nigeria. It provides thus:

> Notwithstanding anything to the contrary in this Constitution, the National Industrial Court shall have the jurisdiction and power to deal with any matter connected with or pertaining to the application of any international convention, treaty or protocol of which Nigeria has ratified relating to labour, employment, workplace,

---

[93] [2008] 2 NWLR (Pt 1072) 575.
[94] Ibid 631-632 (Onu JSC).
[95] NICA, s 7(6).
[96] CFRN 1999, as amended, s 254C (1)(f) and (h).

> industrial relations or matters connected therewith.[97]

Applying these provisions in *Aero Contractors (Nig,) Ltd v National Association of Aircraft Pilots and Engineers (NAAPE) & Ors*[98]the National Industrial Court stated that the word "notwithstanding" in subsections (1) and (2) has the effect of excluding the impinging effect of section 12 or any other section. Therefore, section 254C (2) of the CFRN 1999, as amended, cannot be undermined by any provision of the Constitution.

Consequently, even though labour and industrial relations conventions, treaties and conventions have not been domesticated, section 254C (2) of the CFRN 1999, as amended, declares that the monist theory is applicable in Nigeria with regard to those that Nigeria has ratified. All other conventions, treaties and protocols require domestication under section 12(1) of the CFRN 1999, as amended. To sum up, Nigeria is a dualist state with monist principles.[99]

3.3 Consensus (or Will) Theory

In civil cases, the courts will not interfere in the manner that the parties make their contract as long as it does not amount to a

---

[97] Ibid, s 254C (2).
[98] [2014] 42 NLLR (Pt 133) 664.
[99] OVC Okene and GG Otuturu, 'Domestic Application of International Labour Standards: A Review of Constitutional Law and Practice in Nigeria' in So Tonwe (ed), *Saved to Serve: The Academic Biography of Professor Akintunde Emiola* (Amfitop Book Company 2018) 265-285.

crime. It is trite that when parties voluntarily enter into a contract, the terms will become binding on them.[100] Thus, the entire law of contract is founded on the *will theory,* otherwise called the *consensus theory*.

The *consensus (or will) theory* postulates that contractual obligations are imposed by the parties on themselves and that the exclusive task of the court is to discover the agreement of the parties and to give effect to it except there is evidence of mistake, misrepresentation, duress, undue influence or illegality.[101] This theory is based on the assumption that the parties to the employment relationship have equal bargaining power. However, this is far from reality. In most cases, it is the employer that determines the terms of employment and the employee is left with the choice of 'take it or leave it.'

4.0 EMPLOYMENT-AT-WILL DOCTRINE

Each party to the contract of employment is treated as having equal bargaining power under the common law. The parties are, therefore, free to enter into contract and to determine the contract as they wish. Just as an employee is free to resign from his job at will if he no longer wants to work for his employer,

---

[100]GG Otuturu, *Principles and Practice of the Law of Contract in Nigeria* (Princeton & Associates Publishing Co. Ltd 2021) 8-15. See also *Enemchukwu v Okoye* [2017] 6 NWLR (Pt. 1560) 37, 55 G (Ogunwumiju JCA); *PTF v WPC Ltd* [2007] 14 NWLR (Pt. 1055) 478; *Metibaiye v Narelli International Ltd* [2009] 16 NWLR (Pt. 1167) 326; *Dodo v Solanke* [2007] All FWLR (Pt. 346) 57; [2006] 9 NWLR (Pt. 986) 447.

[101] Ibid 603 (Owoade JSC).

the employment-at-will doctrine also allows an employer to dismiss his worker at will.[102] Even if it is described as 'permanent employment' or 'pensionable employment', it will still be terminable by giving notice.[103]

In the case of *Elderton v Emmens*[104] it was emphasized that 'once a contract of employment was terminated, whether it was rightly or wrongfully done, the servant is nevertheless effectively dismissed.' The reason is that 'no one, individual or company, can be compelled against his or her will to employ a man.'[105]

Moreso, the employer is not under any obligation to give reasons for dismissing his employee or the motives for giving notice.[106] Even if the notice is inadequate or there is some other form of non-compliance with the terms of employment, the dismissal is wrongful but the employee's remedy is damages measured as the salary the employee would have earned during the period of notice.[107]

---

[102] CJ Muhi, 'The Employment-at-will Doctrine: Three Major Exceptions' [2001] 1 *Monthly Labour Review* 1.
[103] See *McClelland v Northern Ireland Health Board* [1957] 2 All ER 129, 133
[104] [1848] 6 CB 160
[105] *Southern Foundries Ltd v Shirlaw* [1940] AC 701
[106] G Ganz, 'Public Law Principles Applicable to Dismissal from Employment' [1967] 30 *MLR* 288, 295
[107] SD Anderman, *Labour Law: Management Decisions and Worker's Rights* (Butterworths 1998) 139-140

Nonetheless, the common law acknowledged certain limits to the employer's right to hire and fire his employee at will. First of all, the employer's right to dismiss his employee may be restrained by statute. For example, where rights are conferred by a statute, the courts will intervene to protect the employee against arbitrary dismissal.[108]

Secondly, the contract may exclude the right to terminate by notice. In such a case, the courts will enforce the terms of the contract. Thus, in *McClelland v. Northern Ireland Health Board*[109] there was provision in the contract for dismissal on grounds of gross misconduct or inefficiency. The Board gave the appellant six months' notice on ground of redundancy. It was held that there was no room for termination of the appellant's employment aside the express provisions contained in the contract of employment.

Lastly, compared with other types of employment, civil servants have a higher level of security of tenure. In *Dunn v The Queen*[110] it was held that civil servants hold their office at the pleasure of the Crown. However, this is only a convention. In practice, civil servants enjoy a more secure tenure of office than other forms of employment.[111] In reality, it is the most secure

---

[108] HWR Wade, *Administrative Law* (6th edn, Oxford University Press 1988) 66.
[109] [1957] 2 All ER 129.
[110] [1896]1 QB 116.
[111] ECS Wade and GG Philips, *Constitutional and Administrative Law* (9th edn, Longman 1979) 261.

form of employment.[112] In the McClelland case, Lord Goddard endorsed this proposition when he stated that 'the board offered and the appellant accepted employment on terms as secure as is, in fact, enjoyed by civil servants.'[113]

The employment-at-will doctrine underwent changes in the eighteenth century. The emergence and growth of modern trade unions, the founding of the International Labour Organization, the evolution of socio-economic justice and the role of the state in employment regulation, amongst other factors, made it easier for employers to change their management styles and attitudes towards protecting the right to work at the national and international levels.[114]

5.0 INTERNATIONAL PROTECTION OF THE RIGHT TO WORK

Job security is recognized under international human rights law as part of the right to work. The Universal Declaration of Human Rights 1948 specifically states that 'everyone has the right to work, to free choice of employment, to just and favourable conditions of work and to protection against unemployment.'[115] In the same vein, the International Covenant on Social, Economic and Cultural Rights 1966 recognizes 'the

---

[112] Wade (n 108) 65.
[113] McClelland (n 103) 134.
[114] EM Rao, *Industrial Jurisprudence: A Critical Review* (LexisNexis 2008) 173
[115] United Nations Universal Declaration of Human Rights, 1948, article 23(1).

right to work, which includes the right of everyone to the opportunity to gain his living by work which he freely chooses or accepts'[116] and calls on member nations to take steps to protect this right.[117]

The right to work is said to be analogous to the right to property.[118] One of the most essential characteristics of property is the right to have undisturbed possession. If the right to work is equated with the right to property, then to have undisturbed possession would simply mean the right to continue in employment.[119] It would mean the right to protection against arbitrary termination and unjustified dismissal.

There are two primary instruments to safeguard employees from being fired arbitrarily or without cause. These are ILO Termination of Employment Convention 1982[120] and ILO Termination of Employment Recommendation 1982.[121] These instruments address 'termination at the initiative of the employer'[122] especially the motive (or justification) for termination, the procedure for termination and the remedies for unjustified termination.

---

[116] United Nations International Covenant on Economic, Social and Cultural Rights, 1966, article 6(1).
[117] See also the European Social Charter, 1961, article 1; and the African Charter on Human and Peoples' Rights 1981, article 15.
[118] [1985] 2 NWLR (Pt. 9) 599, 685 (Karibi-Whyte JSC).
[119] Rojot (n 60) 462
[120] ILO Convention 158 of 1982 replaced ILO Recommendation 119 of 1963
[121] ILO Recommendation 166 of 1982
[122] ILO Convention 158 of 1982, art 3.

All wage earners are covered by the instruments. However, workers hired for a fixed-term or specified task, workers on probation and workers engaged on a casual basis are excluded.[123] Termination by an employee such as resignation and constructive dismissal are also excluded. The main provisions could be examined under three critical issues. The first is substantive fairness which deals with the grounds for a valid termination of employment. The second and third issues are procedural fairness and the remedies for unjustified termination.

5.1 Substantive Fairness

Under the scheme of the Convention, substantive fairness refers to the valid reasons [or justification] for dismissal or termination by the employer. The Convention provides thus:

> The employment of a worker shall not be terminated unless there is a valid reason for such termination connected with the capacity or conduct of the worker or based on the operational requirements of the undertaking, establishment or service.[124]

---

[123] ILO Convention 158 of 1982, article 2(2); see generally, JM Servis, *International Labour Law* (Kluwer Law International BV 2011) para 480, 170; N Valticos, *International Labour Law* (Springer Science + Business Media BV 1979) para 433, 169.

[124] ILO Convention 158 of 1982, art 4.

According to these provisions, the employer must give a valid reason for dismissal or termination of the employment of a worker. A reason will be valid only if it is connected with the capacity [such as competence] or the conduct [such as negligence, disobedience or misconduct] of the employee[125] or the operational requirements of the employing organization [such as termination for economic, technological and structural reasons including redundancy, merger and transfer of undertaking].[126] The Convention gives a list of reasons for termination which are automatically unfair.[127]

Furthermore, the Recommendation provides additional reasons for termination which are automatically unfair. These include age, as determined by national laws and practice regarding retirement; and 'absence from work due to compulsory military service or other civic obligations in accordance with national law and practice.'[128]

5.2 Procedural Fairness

The Convention also provides for fair hearing before dismissal or termination by the employer. It is to the effect that the worker

---

[125] Under the scheme of the Convention, this is known as individual dismissal.
[126] Under the scheme of the Convention, this is known as collective dismissal; see generally ILO, *Termination of Employment Digest: A Legislative Review* (ILO 2000) 28-29; E Sims, 'Employment Security' in M Humblet and others (eds), *International Labour Standards: A Global Approach* (ILO 2001) 227-229.
[127] Ibid, art 6.
[128] ILO Recommendation 166 of 1982, para 5.

must be given an opportunity to be heard before dismissal. It provides as follows:

> The employment of a worker shall not be terminated for reasons related to the worker's conduct or performance before he is provided an opportunity to defend himself against the allegations made, unless the employer cannot reasonably be expected to provide the opportunity.[129]

The Convention further contains grievance procedure. It provides that any worker who considers that his employment has been unjustifiably terminated is entitled to appeal against the termination to an impartial body such as an industrial court or arbitrator. However, if a worker fails to exercise his right to appeal against the termination of his employment within a reasonable period of time after the termination of his employment, he may be deemed to have waived his right.[130]

5.2 Remedies for Unjustified Termination

The industrial court or arbitrator has power to declare the termination invalid and order reinstatement of the worker or the payment of adequate compensation.[131] The Convention prefers reinstatement as the primary remedy for unjustified termination

---

[129] ILO Convention 158 of 1982, art 7.
[130] Ibid, art 8.
[131] Ibid, art 9 and 10.

of employment. It is only when reinstatement is not practicable that the court or arbitrator may order compensation.

Under the scheme of the Convention, termination may be individual or collective. In the case of individual termination, for reasons relating to capacity or conduct of the worker, in addition to compensation for loss of employment, the Convention[132] and Recommendation[133] enjoin employers to provide severance allowance or unemployment benefits or both. The aim is to reduce poverty and ensure income security. On the other hand, in the case of collective termination for economic, technological, structural or similar reasons, the employer is enjoined to provide appropriate training and placement in suitable alternative employment as soon as possible.[134]

6.0 PROTECTING THE RIGHT TO WORK IN NIGERIA

Nigeria has not ratified ILO Termination of Employment Convention No. 158 of 1982.[135] However, the National Industrial Court Act 2006 empowers the National Industrial Court to apply "international best practice in labour or industrial relations" in the resolution of labour disputes.[136] In addition, the Constitution of the Federal Republic of Nigeria 1999, as

[132] Ibid, art 12.
[133] ILO Recommendation 166 of 1982, para 18.
[134] Ibid, para 25.
[135] ILO, 'List of Conventions Ratified by Nigeria' <http://www.ilo.org/normlex> accessed 21 July 2024.
[136] National Industrial Court Act, s 7(6).

amended, empowers the court to apply "international labour standards" and "international conventions, treaties and protocols" which Nigeria has ratified relating to labour, employment and industrial relations.[137]

Based on the above provisions, the various devices employed by the National Industrial Court to protect workers against arbitrary termination and unjustified dismissal include fair hearing before dismissal, motive for termination, unfair labour practice, discrimination in employment, exemplary damages and reinstatement.

6.1 Fair Hearing before Dismissal

Fair hearing is predicated upon the principle of natural justice, which encompasses the right to be heard and the rule against bias. The Romans express them in two maxims: *nemo judex in causa sua* ('one should not be a judge in one's own cause') and *audi alteram partem* ('one who decides must hear both parties to the disputes'). Together, these maxims mean that one should be given fair hearing in the determination of one's rights[138] and this is enshrined in the Constitution of the Federal Republic of Nigeria 1999, as amended.[139]

---

[137] CFRN 1999, as amended, s 254C (1)(f) and (2).
[138] GG Otuturu, 'The Limits of the Application of the Rules of Natural Justice in Contracts of Employment' [2008] 2(2) *Labour Law Review* 67-80.
[139] Constitution of the Federal Republic of Nigeria 1999, as amended, s 36.

What, then, does fair hearing entail? It means a right of a person who is accused of committing any wrong to know the allegations that have been made against him. If documents have been used against him, he must be allowed to contradict them. 'If witnesses have been called to testify against him, he must be allowed to cross-examine them.'[140]

The application of fair hearing to a contract of employment will largely depend on the type of employment concerned. In practice, there are three main classes of contract of employment in Nigeria. They are:

(a) Contract of employment governed by the common law;
(b) Contract of employment governed by written agreement; and
(c) Contract of employment governed by statute or regulations made under statute.[141]

In *Union Bank of Nigeria Plc v Ogboh*[142] the Supreme Court stated that all other classes of contracts of employment except those governed by statute or regulations made under statute can be terminated notwithstanding the terms of the contract of

---

[140] *Kanda v Government of Malaya* [1962] AC 322, 337 (Lord Denning).
[141] GG Otuturu, 'Categories of Contract of Employment' [2005] 9(1-2) *Modern Practice Journal of Finance and Investment Law* 201-213; GG Otuturu, 'Employment Protection through the Nigerian Labour Laws: Lessons from the United Kingdom and South Africa' [2017] 7(1) *African Journal of Law and Criminology* 54-69.
[142] [1995] 1 NWLR (Pt 380) 647.

employment and the employee can only recover damages.[143] All that is required is for the employer to give appropriate notice[144] or payment in lieu of notice.[145] Even if the contract is terminated by inadequate notice, the contract will nevertheless come to an end,[146] bearing in mind that the employee has the duty to mitigate the damages.[147]

The phrase "statutory flavour" describes a contract of employment that is governed by statute or regulations made pursuant to statutory provisions. In such a case, the employee enjoys a special status over and above the ordinary contract of master and servant. In matters of discipline and dismissal, the procedure prescribed by the statute must be followed to the letter. It is only by strictly complying with the statutory provisions that a public servant can be validly removed from service.[148]

---

[143] Ibid 662 (Belgore JSC). See generally GG Otuturu, 'Determination of Contract of Employment by Notice or Payment in Lieu of Notice' [2014] 8(2) *Labour Law Review* 39-49.

[144] See Labour Act, Cap L1, Laws of the Federation of Nigeria 2004, s. 11(1), which prescribes minimum notice periods and requires any notice of termination for a period of one week or more to be in writing.

[145] *Chukwumah v SPDC (Nig.) Ltd* [1993] 1 NWLR (Pt. 289) 512, 571 (Olatawura JSC).

[146] *Ifeta v SPDC (Nig.) Ltd* [2001] 11 NWLR (Pt 724) 472, 490 (Rowland JCA).

[147] *Evans Brothers (Nig) Publishers Ltd v. Falaiye*[2003] 13 NWLR (Pt. 838) 564, 591 (Akintan JCA).

[148] *Iderima v Rivers State Civil Service Commission*[2005] 16 NWLR (Pt. 951) 378, 414 (Ogundare JSC)

A good example of employees who may enjoy statutory flavour is a civil servant whose contract of employment is governed by the Civil Service Rules made by the Federal Civil Service Commission pursuant to powers vested on it by the Constitution.[149] The Civil Service Rules invests a civil servant with a legal status beyond the ordinary contract of master and servant. In matters of discipline and dismissal, the Civil Service Rules must be strictly complied with otherwise the dismissal will be declared unlawful, null and void.[150]

Another example of employees that may enjoy statutory flavour is a public servant whose employment is governed by a statute plus service agreement. In matters of discipline and dismissal, the employer must strictly follow the statutory procedure otherwise the dismissal will be declared unlawful, null and void.[151]

A further example of employees that enjoy statutory flavour is the secretary of a public company whose employment is governed by the Companies and Allied Matters Act.[152] The Act makes it mandatory for every public company to have a secretary and prescribes the qualifications for his appointment

---

[149] Constitution of the Federal Republic of Nigeria 1963, s. 160; Constitution of the Federal Republic of Nigeria 1979, s. 156; Constitution of the Federal Republic of Nigeria 1999, s. 170 respectively.
[150] See *Shitta-Bey v. Federal Civil Service Commission* [1981] SC 40
[151] See *Olaniyan v. University of Lagos* [1985] 2 NWLR (Pt. 9) 599
[152] Companies and Allied Matters Act 2020, s 333(2), (3) and (4).

and the procedure for his removal.[153] Any removal inconsistent with the provisions of the Act will be declared unlawful, null and void.[154]

Generally speaking, natural justice will not apply to a contract of employment. The application of natural justice will only become necessary in exceptional situations. Natural justice will only become applicable in contracts of employment governed by statutes or regulations made under statutes.[155] In such a case, the statutory provisions usually encapsulate the rules of natural justice.[156] The Court of Appeal succinctly made this point in *Iderima v Rivers State Civil Service Commission*[157] where Ikongbeh JCA said:

> The insistence that the appropriate authority should comply with the Civil Service Rules before dismissing a civil servant is not just for its own sake. It is to ensure that such civil servant gets fair hearing as commanded by the Constitution.[158]

However, as it stands now, the contract of employment of a public servant does not enjoy automatic statutory flavour. Even though the employer is a statutory body, a public servant seeking statutory protection must show that the terms of his

---

[153] Ibid 660 (Ikongbeh JCA).
[154] *Ezekwere v Golden Guinea Breweries Ltd* [2000] 8 NWLR (Pt 670) 648.
[155] *Udemah v Nigerian Coal Corporation*[1991] 3 NWLR (Pt 190) 477
[156] EE Uvieghara, *Labour Law in Nigeria*(Malthouse Press Ltd 2001) 90.
[157] [2002] 1 NWLR (Pt 749) 715.
[158] Ibid 725 (Ikongbeh JCA).

employment are expressly set out by statute or subsidiary legislation.[159]

It is implied that if a public servant fails to satisfy these requirements, his contract of employment will be regarded as one of ordinary master and servant. This clearly violates section 36 of the Constitution of the Federal Republic of Nigeria 1999, as amended, which enjoins all public authorities to observe the rules of natural justice in the determination of the civil rights and obligations of every citizen.

In *Eche v State Education Commission*[160] where teachers in public schools were summarily dismissed without giving them any hearing, it was held that it was against the rules of natural justice for any public authority to take disciplinary action against any person without first giving that person an opportunity of being heard. Justice Araka stated as follows:

> When [the State Education Commission and the Local Government Service Commission] started to impose punishments on these teachers without giving them any hearing they did in fact infringe the rules of natural justice, and the teachers are entitled to go to Court for redress.[161]

---

[159] See GG Otuturu, 'Status of the Contract of Employment of a Public Servant: Lessons from Idoniboye-Obu v NNPC' [2010] 4(2) *Labour Law Review* 42-52.
[160] [1983] 1 FNR 386.
[161] Ibid 409 (Parentheses supplied).

Referring to the English case of *Malloch v Aberdeen Corporation,*[162] Justice Araka also said:

> [While] courts will necessarily respect the right, for good reasons of public policy, to dismiss without assigned reasons, this should not, in my opinion, prevent them from examining the framework and context of the employment to see whether elementary rights are conferred on [an employee] expressly or by necessary implication, and how far these extend.[163]

It is submitted that section 36 of the 1999 Constitution, as amended, grants every employee of a public authority the fundamental right to fair hearing. This provision is not subject to the contract of employment. On the other hand, it is the contractual rights of public authorities that are subject to the provisions of the Constitution. Therefore, when the dismissal of a public servant is in question, the courts have two primary questions to answer:

(a) Is there compliance with the procedural requirements prescribed by law?

(b) Does the dismissal or disciplinary action violate the rules of natural justice?

An employer can terminate his employee's contract of service at any time in a contract of master and servant and he is not

---

[162] [1971] 2 All ER 1278.

[163] Ibid 1296 (Parentheses supplied).

required to provide any justification.[164] In this type of employment, it is legal to fire an employee without informing him of the accusation against him or providing him with a chance to defend himself. Likewise, it is legal to fire an employee in this category without following natural justice.[165]

However, if the employer accuses the employee of committing a particular offence, the dismissal cannot be justified if he fails to give the employee adequate opportunity to explain, justify or defend the alleged misconduct.[166] In other words, natural justice would apply in a contracts of service 'where there is an allegation of misconduct which may result in some form of punishment, deprivation of some right or loss of means of livelihood to the employee.'[167]

In reality, however, employers rarely provide any reason for dismissal. Usually, the letter of dismissal merely informs the employee that his services are no longer required. Even if the dismissal is motivated by the employee's misconduct, the employer may choose to remain silent about it. Thus, in *Olarewaju v Afribank Plc (supra),* based on the report of a disciplinary committee, the appellant was suspended for fraud,

---

[164]*Registered Trustees of Planned Parenthood Federation of Nigeria v Shogbola* [2004] 11 NWLR (Pt 883) 1, 15 (Chukwuma-Eneh JCA).
[165]*Olarewaju v Afribank Nigeria Plc* [2001] 13 NWLR (Pt 731) 691, 705 (Katsina-Alu JSC).
[166]*Yusuf v Union Bank of Nigeria Ltd* [1996] 6 NWLR (Pt 457) 632, 645 (Wali JSC); *Osagie v New Nigeria Bank Plc* [2005] 3 NWLR (Pt 913) 513, 534 (Augie JCA).
[167]*Olatunbosun v NISER* [1988] 3 NWLR (Pt 80) 25, 52 (Oputa JSC).

embezzlement and sundry allegations. He was later fired but no wrongdoing was mentioned in the letter of dismissal, which was admitted as Exhibit D. Dismissing the appeal, Katsina-Alu JSC stated that the court cannot go outside the letters of Exhibit D.[168]

It is submitted that this practice of employers relieving employees of their appointment without giving any reason falls short of international best practice. It is also a violation of the right to work. This inevitably brings us to an analysis of the significance of motive in the determination of a contract of employment.

6.2 Motive for Termination:

Both Nigerian law and the common law have acknowledged that a master can dismiss a servant from his employment for good or ill. This is predicated on the sanctity of contract.[169] Therefore, the reason behind an employer's decision to terminate an employee's employment is usually irrelevant once due notice has been given to the employee.[170]

In *Fakuade* v *Obafemi Awolowo University Teaching Hospital Management Board*[171] the appellant was employed in 1976. The letter of appointment stated that the appellant or the respondent may terminate the appointment by a month's notice in writing or

---

[168] Olarewaju (n 165) 716.
[169] Chukwumah (n 6) 560.
[170] Ibid 558; see also *Taiwo v Kingsway Stores Ltd* [1950] 19 NLR 122, 123 (SC).
[171] [1993] 5 NWLR (Pt 291) 47 (SC).

by payment of one month's salary in lieu of notice. By a letter dated 25th November 1987, the respondent terminated the appellant's appointment. The letter did not state any reason for the termination. It was held that the termination was in accordance with the appellant's contract of service. Kutigi JSC restated the law as follows:

> But generally speaking, a master can terminate the contract of employment with his servant at any time and for any reason or for no reason at all, provided the terms of the contract of service between them are complied with.[172]

It is argued that the availability to the employer of the right to terminate the contract of employment with due notice, regardless of motive, poses the danger of job insecurity on the part of the employee. This is because the right can freely be used by the employer to reduce the employee to a mere tool of the trade that could be dispensed with at will.[173]

Nonetheless, with the National Industrial Court's expanded jurisdiction to apply international best practice in labour,[174] this is no longer the position. In *PENGASSAN v Schlumberger*

---

[172] Ibid58 (Kutigi JSC).
[173] Israel NE Worugji, *Introduction to Individual Employment Law in Nigeria* (Adorable Press 1999) 654; SI Erugo, *Introduction to Nigerian Labour Law* (Nikky Communication 1998) 86; Israel NE Worugji, 'Termination of Contract of Employment under Nigerian Law' [1993] 3 *Modus International Law and Business Quarterly* 18, 20.
[174] National Industrial Court Act 2006, s. 7(6)

Anadrill Nigeria Ltd[175] the respondent argued that it has the right to terminate the employment of any of its employees for any reason or for no reason at all. The National Industrial Court set the pace for the new stance as follows:

> While we do not have any problem with this at all, the point may be made that globally it is no longer fashionable in industrial relations law and practice to terminate an employment relationship without adducing any reason for such termination.[176]

Therefore, in certain situations, particulars of motive may be relevant in the determination of employment.[177] In *Rubber Research Institute of Nigeria v SSAITHRIAI*[178] the issue was whether the allegations of malice and victimization against a member of the respondent, Mr. Eugene Okoduwa, which are particulars of motive, are relevant factors in the determination of his employment? The National Industrial Court held that in appropriate cases particulars of motive may be relevant in the determination of employment.[179]

---

[175] Suit No. NIC/9/2004 delivered on 18 September 2007.
[176] Quoted in CK Agomo, *Nigerian Employment and Labour Relations Law and Practice* (Concept Publications Ltd 2011) 165-166
[177] *PENGASSAN v Schlumberger Anadril Nigeria Ltd* [2008] 11 NLLR (Pt 29) 164.
[178] [20112] 28 NLLR (Pt 81) 441, 479 per Justice Adejumo
[179] Ibid 478-479

It has been argued that this decision, which has been followed by the National Industrial Court in subsequent cases,[180] has changed the face of private sector employment in Nigeria.[181] In *Aloysius v Diamond Bank*[182] the claimant's letter of termination reads, 'We wish to inform you that your services with the Bank will no longer be required.' It was held that it is contrary to international best practice in labour to terminate employment without any reason or justifiable reason. The National Industrial Court stated that even though Nigeria has not ratified ILO Termination of Employment Convention No. 58 of 1982, its provisions represent international best practice in labour and employment matters which the court is empowered to apply by virtue of the provisions of section 254C (1)(f) and (h) of the Constitution of the Federal Republic of Nigeria 1999, as amended.

6.3 Discrimination in Employment

One of the fundamental rights guaranteed under Chapter IV of the 1999 Constitution[183] is freedom from discrimination. However, section 254C (1) (g) of the 1999 Constitution, as amended, is broader than section 42 of the Constitution because

---

[180] *Aloysius v Diamond Bank Plc* [2015] 58 NLLR (Pt 199) 92; *Duru v Skye Bank Plc* [2015] 59 NLLR (Pt 207) 608.

[181] Agomo (n 194) 170 has argued that by this decision, the National Industrial Court has done for the private sector what the Supreme Court did for the public sector in *Shitta-Bey v Federal Civil Service Commission* [1981] 1 SC 40 (for civil servants) and *Olaniyan v University of Lagos* [1985] 2 NWLR (Pt. 9) 599 (for public servants).

[182] [2015] 58 NLLR (Pt 199) 92.

[183] CFRN 1999, as amended, s 42

it does not list all of the heads of the discriminatory practices that are prohibited at the workplace.[184] The new provision is consistent with international labour standards. It is aimed at promoting equality in employment and occupation, which has been the focus of numerous treaties, conventions and recommendations.[185]

The ILO Discrimination (Employment and Occupation) Convention 1958[186] contains the fundamental principles of equality in the workplace. It should be mentioned that one of the fundamental labour standards is the prohibition of discrimination at the workplace. The ILO Governing Body has identified eight core conventions as covering subjects that are considered as fundamental principles and rights at work: 'freedom of association and the effective recognition of the right to collective bargaining; the elimination of all forms of forced or compulsory labour; the effective abolition of child labour; and the elimination of discrimination in respect of employment and occupation.'[187]

---

[184] See *Mbilitem v Unity Capital Assurance Plc* [2012] 26 NLLR (Pt. 73)49 at 61 A-B (Ratio 7) per Adejumo P.

[185] See, for example, the International Convention on the Elimination of All Forms of Racial Discrimination (United Nations, 1965); The Convention on Elimination of All Forms of Racial Discrimination against Women (United Nations 1979); andthe International Convention on the Protection of the Rights of Migrant Workers and their Families (United Nations 1990).

[186] ILO Convention No.111 (supplemented by Recommendation No.111) of 1958

[187] ILO, *Core Labour Standards Handbook* (Asian Development Bank 2006) 21-54

The ILO Declaration on Fundamental Principles and Rights at Work 1998 also addresses these ideals. The International Labour Conference declares in paragraph 2 of the Declaration that 'all Members, even if they have not ratified the Conventions in question, have an obligation arising from the very fact of membership in the Organization to respect, to promote and to realize in good faith and in accordance with the Constitution, the principles concerning the fundamental rights which are the subject of those Conventions.'[188] This Declaration must have influenced the provisions in section 7(8) of the NICA 2006 and section 254C (1) (f) and (h) of the CFRN 1999, as amended, which confer jurisdiction on the National Industrial Court to apply and interpret international labour standards and best practice in labour.

The ILO Discrimination (Employment and Occupation) Convention defines discrimination as 'any distinction, exclusion or preference made on the basis of race, colour, sex, religion, political opinion, national extraction or social origin, which has the effect of nullifying or impairing equality of opportunity of treatment in employment or occupation.'[189] Nigeria has ratified

---

[188] ILO Declaration on Fundamental Principles and Rights at Work (Geneva, International Labour Office 1998), paragraph 2(a). <http://www.ilo.org/dyn/declaris/DeclarationWeb.indexPage> accessed 15 June 2024.

[189] ILO Convention No.111 of 1958, Article 1; N Valticos, *International Labour Law* (Springer Science and Business Media BV 1979) 106, paragraph 242.

all core ILO Conventions.[190] These basic principles are also contained in the African Charter on Human and Peoples Rights which is directly enforceable in Nigeria by virtue of the African Charter on Human and Peoples' Rights (Ratification and Enforcement) Act.[191]

In *Severinsen v Emerging Markets Telecommunication Service Ltd*[192] the claimant worked for the defendant as an expatriate. On 13th March 2009, he began working for the company on a fixed term basis for 2 years, but on 19th March 2010, his job was terminated. He filed a complaint against the defendant claiming the sum of $99,000 US Dollars being the accrued performance bonus earned before his job was determined. In its statement of defence, the defendant argued that the claimant was not eligible for any bonus because his employment with the defendant ended on 19th March 2010 and, as a result, he was no longer employed at the time the bonuses for the year 2009 were paid, which was a prerequisite for eligibility for payment. The National Industrial

---

[190] Hyginus Chika Onuegbu, 'ILO Conventions and the Nigeria Labour Laws' (Paper delivered at the Chevron Branch of PENGASSAN Workshop on Industrial Relations and Career Management, Lagos, 13th November 2014); ITUC, 'Internationally Recognized Core Labour Standards in Nigeria: Report for the WTO General Council Review of the Trade Policies in Nigeria' (Geneva, 28 and 30 June, 2011) <www.ituc-si.org/IMG/pdf/final-Nigeria_TPR_CLS_2_pdf> accessed 2 August 2016; Genty Kabiru Ishola, 'ILO and the International Labour Standards Setting: A Case of Nigeria Labour Acts' [2013] 1(1) *Journal Human Resource Management* 15-20; Peter Obi Okonkwo, 'The Concept of International Core Labour Standards' [2010] 4 (1) *Nigerian Journal of LabourLaw Industrial Relations* 69-85.

[191] Cap A9, Laws of the Federation of Nigeria, 2004, articles 2, 5, 15 and 19

[192] [2012] 27 NLLR (Pt 78) 373.

Court ruled that the claimant was entitled to the 2009 annual performance bonus on grounds of the need for an employer to treat employees equally in a workplace. Justice Kanyip said:

> Since according to the defendant's witness the performance bonus is discretionary on the part of the employer, it follows that on grounds of the need for an employer to treat employees equally in a workplace, the claimant deserves to be paid bonus for the year 2009.[193]

In *Maiya v Incorporated Trustees of Clinton Health Access Initiative Nigeria & Ors*[194] the first respondent employed the applicant. She told the respondents about her pregnancy through her direct supervisor. Without any prior complaints, the respondent fired her on the same day they learned of the pregnancy. The applicant filed a case at the National Industrial Court originating summons seeking a declaration that her fundamental rights to human dignity and freedom from discrimination as guaranteed by the CFRN 1999 and the African Charter on Human and Peoples Rights were breached by the respondents.

The National Industrial Court said: 'The applicant is a woman and her pregnancy has been found to be the reason for her sack by the respondents. Therefore, she has been discriminated against by reason of her being a woman and therefore subjected

---

[193] Ibid 463-464 H-A (Ratio 28)
[194] [2012] 27 NLLR (Pt 76) 110

to disability.'[195] As a result, the court granted N5, 576,670.00 in damages representing one year of her gross pay, which is a substantial amount higher than the common law remedy of what the employee must have earned during the notice period.

6.4 Unfair Labour Practice

By way of definition, unfair labour practice is 'any practice that does not conform with best practices in labour circles as may be enjoined by local and international experience.'[196] Therefore, it must be established that the practice deviates from best practices in labour and industrial relations in order for it to be considered unfair. It encompasses all exploitative, inequitable and unlawful labour practices.[197] It also covers any conduct prohibited by state or federal laws that regulate the interactions among labour unions, employers and workers.[198]

According to the International Labour Organization, 'an unfair labour practice is usually due to the employer's dislike of trade unions or his opposition to the presence of a trade union in his plant.'[199] The concept of unfair labour practice has been

---

[195] Ibid 168; see also *Muojekwu v Ejikeme* [2000] NWLR (Pt 637) 402; *Mojekwu v Mojekwu* [1997] 7 NWLR (Pt 512) 283.

[196] *Mix and Bake Industrial Ltd v National Union of Food, Beverage and Tobacco Employees* [2004] 1 (Pt. 2) 247, 282 G (Adejumo P).

[197] *Olaleye v Afribank Plc & Ors* [2012] 27 NLLR (Pt. 77) 277, 305 per Kanyip J.

[198] *Omage Johnson v Supreme Pharmaceuticals Company & Anor*, Suit No. NICN/LA/53/2013 delivered on 15th May 2014.

[199] ILO, *Conciliation in Industrial Dispute - A Practical Guide* (ILO 1973) 103

developed with varying outcomes around the world. Often, however, the concept has frequently resulted in the development of equity-based labour law with legislative support as in South Africa.[200] This 'goes to emphasize that the jurisdiction of the National Industrial Court is invoked not merely for the enforcement of mere contractual rights but for preventing unfair labour practice and for restoring industrial peace on the basis of collective bargaining.'[201]

In *Olaleye v Afribank Plc & Ors*[202] the claimant took up a complaint against the defendant for a declaration that it was unlawful, unfair, unequitable and exploitative for the defendant to refuse to confirm his employment even though he met the bank's evaluation requirements as stated in the letter of appointment. The defendants challenged the jurisdiction of the National Industrial Court to hear and determine the matter on the ground that each staff member's confirmation or non-confirmation is only a domestic matter within their internal jurisdiction. It was held that the Court has jurisdiction to hear and determine the claim.

The National Industrial Court has held many exploitative, inequitable and unlawful practices by employers as unfair labour practices. In *Akinyinka & Anor v More Time CO2 Gas Plant Ltd*

---

[200] D. du Toit and others, *Labour Relations Law* (Lexis Nexis Butterworths 2003) 459-474.
[201] *Severinsen v Emerging Markets Telecommunication Service Ltd* [2012] 27 NLLR (Pt 78) 373, 454.
[202] [2012] 27 NLLR (Pt. 77) 277.

& Ors[203] it was held that denying an employee his annual leave constitutes an unfair labour practice. In *Maiya v Incorporated Trustees of Clinton Health Access Initiative Nigeria & Ors*[204] it was also held that terminating a female employee due to her pregnancy is unfair labour practice and also discriminatory.

In *Ojo Gabriel Olasunkanmi v United Bank for Africa Plc*[205] the claimant was the defendant's Branch Manager at the Federal University, Otuoke, Bayelsa State. He alleged that the defendant forced him to resign his appointment with immediate effect else he would be dismissed from the service of the defendant. The National industrial Court held that 'the action of the defendant in forcing the claimant to resign against his will amounted to forced resignation which is an unfair labour practice.' Accordingly, the court awarded N3 million damages to the claimant.

In *Mariam v University of Ilorin Teaching Hospital Management Board*[206] the National Industrial Court held that avindictive denial of promotion and an illegal and vindictive suspension constituted unfair labour practices. In *Omage Johnson v Supreme Pharmaceuticals Co. & Anor*[207] the claimant alleged that he was asked to deposit the original copies of his

---

[203] [2013]35 NLLR (Pt 103) 40.
[204] [2012] 27 NLLR (Pt 76) 110
[205] Suit No. NICN/YEN/13/2024 delivered on 12th May 2025 by Honourable Justice PI Hamman.
[206] [2013] 35 NLLR (Pt 103) 40.
[207] Suit No. NICN/LA/53/2013 delivered on 15th May 2014.

professional and educational certificates with the 1st defendant as a condition precedent for employment. Upon termination of his employment, the 1st defendant seized the certificates and refused to return them. The National Industrial Court held that the withholding of the claimant's certificates constituted an unfair labour practice.

7.0 Exemplary Damages

Exemplary damages are awarded in aggravated circumstances and on a higher scale than special (or actual) or general damages. They are punitive in nature and where claimed, are usually awarded whenever the defendant's actions are outrageous enough to warrant punishment such as when they disclose malice, fraud, cruelty, insolence or flagrant disregard of the law and the like. In summary, while our law of evidence requires special and exemplary damages to be proved, general damages need not be proved.[208]

In the case of *Dumbell v Roberts*[209] Scott LJ stated that damages are 'punitive' or 'exemplary' if granted as a deterrence or as retribution for the defendant's actions, rather than only as restitution for the plaintiff's loss.[210] They are awarded as a punitive measure where malice or gross disregard for the law is

---

[208]*GKF Investment (Nig.) Ltd v NITEL Plc* [2009] 15 NWLR (Pt 1164) 344, 373 E-F (Tobi JSC).
[209] [1944] 1 All ER 326.
[210] Ibid 330 (Scott L.J); see also *Baker Marine (Nig.) v Chevron (Nig.) Ltd* [2006] 13 NWLR (Pt 997) 276, 289 B-C (Ogbuagu JSC).

proved.[211] 'They are awarded in action rooted in tort and are generally not recoverable in cases of breach of contract except in cases of breach of promise of marriage.'[212]

In *Longe Medical Centre & Anor v Attorney General of Ogun State & Anor*[213] the Court of Appeal listed three circumstances in which exemplary damages may be awarded:

(1) Oppressive, arbitrary or unconstitutional action by servants of the Government;
(2) Where the defendant's conduct has been calculated by him to make a profit for himself which may well exceed the compensation payable to the plaintiff;
(3) Where exemplary damages are expressly authorized by statute.

In the case of *Allied Bank of Nigeria Ltd v Akabueze*[214] the Supreme Court made it clear that 'with the exemption of promise of marriage, exemplary damages are not recoverable in actions for breach of contract.'[215] Stated differently, exemplary and punitive damages are not included in the damages payable for breach of contract unless the case involves breach of promise to marry; tort; specified by statutes or where the

[211] Deji Sasegbon, *Sasegbon's Laws of Nigeria*, vol. 8 (DSC Publications 2005) 518 para 1115.
[212] *Baker Marine (Nig.) Ltd v Chevron (Nig.) Ltd* [2006] 13 NWLR (Pt 997) 276, 289 G (Ogbuagu JSC).
[213] [2021] 2 CLRN 40, 44. See also *Mekwunye v Emirates Airlines* [2019] 9 NWLR (Pt 1677) 191, 225.
[214] [1997] 6 NWLR (Pt 509) 374.
[215] Ibid 411 per Iguh JSC.

defendant's conduct has been calculated by him to make a profit for himself, which may well exceed the compensation payable to the plaintiff.[216]

However, the attitude of the courts has changed. In *GKF Investment Nigeria Ltd v Nigeria Telecommunication Plc*[217] the Supreme Court stated inter alia:

> Exemplary, punitive, vindictive or aggravated damages, where claimed, are usually awarded whenever the defendant's conduct is sufficiently outrageous to merit punishment or as where, for instance, it discloses malice, fraud, cruelty, insolence or flagrant disregard of the law and the like.[218]

It goes without saying that the defendant must have committed the wrongdoing that is the focus of the complaint. In other for exemplary damages to the awarded, it must be demonstrated that the defendant's conduct is high handed, outrageous, insolent, vindictive, oppressive or malicious and that it violates all rules that govern civilized men.[219]

---

[216] See *Odogu v Attorney General of the Federation* [1996] 6 NWLR (Pt 456) 508.
[217] [2009] 13 NWLR (Pt 1164) 344.
[218] Ibid 377 (per Ogbuagu JSC).
[219] Suit No. NICN/ABJ/15/2013 delivered on 2nd February 2015 by Honourable Justice OA Shogbola.

Thus, in *Hussaina Yakubu v Arik Air Ltd*[220] the National Industrial Court declared that the defendant's actions in dismissing the claimant in violation of its own rules were not only oppressive but also high minded, malicious and vindictive. As a result, the court awarded N5,000,000.00 (Five Million Naira) only to the claimant as exemplary damages.

In *Sunny Ogoloma v Memose International Ltd & Anor*[221] the court decided that the claimant was entitled to exemplary damages from the defendants for falsely accusing him of unproven crimes and for wrongfully dismissing him without a valid reason. Consequently, the Court awarded the sum of Four Million Naira (N4, 000,000.00) as exemplary damages in the favour of the claimant and jointly against the two defendants in this case. Similarly, in *Adu v United Bank for Africa*,[222] the Court awarded Thirty Million Naira (N30, 000,000.00) as damages for forced or constructive dismissal from employment on a spurious ground.

Finally, in *Ezekwere v Nigerian Breweries Plc,*[223] where the claimant was forced to resign his appointment as Area Sales Manager on 17th July 2017, the National Industrial Court held

---

[220] Suit No. NICN/ABJ/15/2013 delivered on 2nd February 2015 by Honourable Justice OA Shogbola.
[221] Suit No. NICN/PHC/06/2019 delivered on 16th July 2024 by Honourable Justice FI Kola-Olalere (FCIArb).
[222] Suit No. NICN/AK/24/2021 delivered on 27th November 2023 by Honourable Justice KD Damulak.
[223] Suit No. NICN/EN/25/2018 delivered on 20th September 2019 by Honourable Justice OO Arowosegbe.

that by virtue of the powers conferred on the it under section 14 of the National Industrial Court Act 2006 and section 254C (1)(f) of the CFRN 1999, as amended, the claimant remained in the employment of the defendant till the determination of the suit. Accordingly, the defendant was ordered to pay full salaries and allowances of N561, 915.05 on monthly basis to the claimant till the date of delivery of the judgement on 20th September 2019. On the rationale for this new judicial attitude, the Court said, 'Employers of labour in Nigeria must be discouraged from employing series of unwholesome and arm-twisting methods and means to force employees out of service in total disregard of Nigerian laws and public policy.'[224]

6.5 Reinstatement

Specific performance or reinstatement is generally not a possible remedy in a contract of service under Nigerian law which is consistent with the common law. Before making such a declaration, special circumstances must exist and its making will usually be at the discretion of the court. A number of Supreme Court decisions addressing this situation include *Olaniyan v. University of Lagos (supra); Shitta-Bey v Federal Public Service Commission (supra)* and *Ewarami v African Continental Bank Ltd.*[225] It has been held that such special circumstances occur

[224] Ibid 21 (Justice Arowosegbe).
[225] [1978] 4 SC 99.

when the contract of employment has a statutory flavour thus putting it above the ordinary master and servant relationship.[226]

In *Murphy Shipping & Commercial Services Ltd v Maritime Workers Union of Nigeria*[227] one of the questions was whether the court should reverse Mr. Oluwashogo Adebisi's dismissal and reinstate him in the claimant company without loss of salaries and position? Justice Obaseki-Osaghae said: 'I hold that the termination of his employment was wrongful. He however cannot be reinstated as his employment is not statutory neither was it terminated as a result of trade union activities. His remedy is in damages.'[228]

The law, as it presently stands, is that the remedy of reinstatement or specific performance is possible in a contract of employment in only two instances. These are in cases where the employment has statutory flavour and in cases where the employment was terminated as a result of trade union activities. The National Industrial Court reiterated this stance in *Mix and Bake Flour Mill Industries Ltd v NUFBTE.*[229] However, in this particular case, the court declined to order reinstatement primarily due to the passage of time and more importantly due to the respondent's alternative prayer. However, the court had ordered reinstatement in appropriate situations. Thus, in *Rubber*

---

[226]*Ifeta v Shell Petroleum Dev. Co. (Nig) Ltd*[2006] 8 NWLR (Pt 983) 585, 606-607 (Mohammed JSC)
[227] [2012] 26 NNLR (Pt. 75) 385 (NIC)
[228] Ibid 409 A-B
[229] [2004] 1 NLLR (Pt. 2) 247 (NIC).

Research Institute of Nigeria v SSAITHRIAI (supra) the National Industrial Court reinstated Mr. Eugene Okoduwa, a trade union representative, who was unlawfully dismissed from employment.

7.0 CHALLENGES FACING WORKERS IN NIGERIA

One of the biggest issues workers in Nigeria face is the court's excessive reliance on the rules of the common law particularly in matters of discipline and dismissal of workers. As exemplified in the case of *Idoniboye-Obu v NNPC (supra)*, by putting contractual rights and obligations above the clear provisions of section 36 of the Constitution of the Federal Republic of Nigeria 1999(as amended), the courts have slavishly upheld the common law notion of sanctity of contract above the Constitution which mandates all public authorities to follow the principles of natural justice requiring all public authorities to observe the rules of natural justice 'in the determination of the civil rights and obligations of every citizen.'[230] The 'civil rights and obligations of a citizen' include his contractual rights and obligations.

The inadequacy of employment protection laws in Nigeria is another significant challenge that workers face. In actual fact, the protection of trade unionists under the Labour Act[231] is discriminatory in itself since it prioritizes protecting a few workers over the majority of workers. Additionally, the provisions for redundancy are inadequate. A trade union is given

---

[230] CFRN 1999, as amended, s 36.
[231] Cap L1, Laws of the Federation of Nigeria, 2004, s. 7(6)

just the right to be informed by an employer of a lay off in his company.[232] There is no statutory right to redundancy payments. The Minister of Labour is yet to make regulations making mandatory redundancy payments in cases where a worker's employment is terminated due to redundancy.[233]

The non-ratification of ILO conventions for workers' protection, particularly ILO Convention158 of 1982, presents another difficulty for Nigerian workers. Because of the Supreme Court's decision in *Skye Bank Plc v Iwu,*[234] the Court of Appeal now hears all appeals from the National Industrial Court,[235] as opposed to the previous position, which allowed appeals only in criminal cases and fundamental rights matters.[236] Until an Act of the National Assembly grants the Court of Appeal additional appellate powers, it was believed that the decisions of the National Industrial Court would be final in all other instances.[237]

---

[232]*National Union of Hotels and Personal Services Workers v. Imo Concorde Hotel Ltd* [1994] 1 NWLR (Pt. 320) 306, 322 (Edozie JCA).
[233] Labour Act, s 20(2).
[234] [2017] 16 NWLR (Pt 1590) 24.
[235] Ibid 105-106 H-A (Nweze JSC). For a critique of this decision, see OVC Okene and GG Otuturu, 'Toppling the Final Jurisdiction of the National Industrial Court: The Mischief in Skye Bank v Iwu' in OD Amucheazi and B Atilola (eds), *The National Industrial Court of Nigeria and Progressive Development of Labour and Employment Law in Nigeria* (Hybrid Consult 2019) 466-517.
[236] See *Bank of Industry Ltd v National Union of Banks, Insurance and Financial Institutions Employees* [2012] 26 NLLR (Pt 73) 78.
[237] CFRN, s 243(3).

Considering that the National Industrial Court is the sole beneficiary of section 254C of the Constitution of the Federal Republic of Nigeria 1999, as amended, will the Court of Appeal disregard the provisions of section 12(1) and the decision of the Supreme Court in *National Association of Community Health Practitioners of Nigeria v Medical and Health Workers Union of Nigeria*[238] to the effect that an ILO convention cannot possibly apply in Nigeria as long as it has not been enacted into law by the National Assembly?[239] In any way, if it does not, we would have significantly retrogressed in the evolution of our industrial jurisprudence.

8.0 CONCLUSION

Numerous adjustments have been made to the common law doctrine of employment-at-will, which provided the employer complete freedom to fire his servant whenever he choses. Through laws designed specifically to shield workers from arbitrary termination and unjustified dismissal by the employer, these changes have taken place both at the international and national levels. With the assistance of the International Labour Organization, many nations, including African countries, particularly Ghana and South Africa, have moved beyond the narrow confines of the common law in protecting the right to work.

---

[238] [2008] 2 NWLR (Pt 1072) 575.
[239] Ibid 228-229 (Ogundare JSC).

However, Nigeria is not keeping up with global trends. The common law doctrine of employment-at-will has remained a major pillar of the courts. Aside the protection granted to civil servants,[240] trade union activists[241] and university lecturers,[242] Nigeria does not have any special employment protection laws. Nigeria's failure to ratify the ILO Termination of Employment Convention No. 158 of 1982, the adherence of the appellate courts to common law principles and the existence of an outdated Labour Act passed down to us by military dictators all contribute to this state of affairs.

The definition of "worker" is overly restrictive and ignores new types of employment relationship, particularly the triangular or disguised employment relationship. With the opening up of the Nigerian economy to attract direct foreign investment especially in the power, rail transport, manufacturing and offshore oil and gas sectors, the old model of employment is gradually giving way to new types of employment not covered by the Labour Act.

9.0 RECOMMENDATIONS

Section 36 of the Constitution, as amended, which mandates all public authorities to adhere to the principles of natural justice when determining the civil rights and obligations of persons,

---

[240]*Iderima v Rivers State Civil Service Commission* [2002] 1 NWLR (Pt. 749) 715, 725 (Ikongbeh JCA)

[241]*Mix & Bake Flour Mill Industries Ltd v NUFBTE* [2004[1 NLLR (Pt. 2) 247, 281-282 (Adejumo P)

[242]*Olaniyan v University of Lagos* [1985] 2 NWLR (Pt. 9) 599, 654 (Aniagolu JSC)

should apply to employment once it has been established that the employer is a public authority. This is justified by the fact that the Constitution, as amended, expressly guarantees the fundamental right to fair hearing to all employees of public authorities. These explicit provisions of the Constitution cannot be superseded by contractual rights and obligations as the Supreme Court adventured in *Idoniboye-Obu v NNPC (supra)*.

The National Industrial Court has jurisdiction to enforce Chapter IV of the Constitution, as amended, and global best practices in labour and industrial relations[243] and should insist on the standards of substantive and procedural fairness for termination of employment.[244] Therefore, even if the termination satisfies any notice requirement in the contract of employment or in rules and regulations governing employment, the court should be ready to declare it illegal if it is not carried out for a valid reason and in a fair manner.

The National Industrial Court should also be ready to order reinstatement and injunction in appropriate cases. That being said, in the event that procedural fairness is violated, the employer should be restrained until the rules are followed.[245] However, the employee should always be reinstated if there is a serious violation of substantive fairness.[246] Since the rule that

---

[243] Ibid, s. 254(C)(1)(f); National Industrial Court Act 2006, s. 7(6)
[244] See Constitution of the Federal Republic of Nigeria 1999 (as amended), s. 254(C)(1)(d)
[245] See *Hill v C. A. Parsons & Co. Ltd* [1971] 3 All ER 1347
[246] See *McClelland v Northern Ireland Health Board* [1957] 2 All ER 129

the court will not impose a willing employee on an unwilling employer was founded on the early types of employer-employee relationship based on personal pride and sentiments, it is worth reconsidering. The modern employer-employee relationship, however, is incompatible with personal pride and sentiments because most employers are impersonal organizations such as multinational corporations and public companies. These large corporations and their boards do interact directly with their workers. As a result, the rule is no longer appropriate for contemporary corporations.

The Federal Government should ratify ILO Termination of Employment Convention[247] to make it more difficult for employers to fire their employees without cause. This will complement the Labour Act[248] and the Trade Disputes Act[249] and provide additional protection for workers who are not covered by the current protection. Currently, only public employees, whose employment has statutory flavour, and workers who are dismissed for trade union activities are entitled to reinstatement.[250]

A comprehensive labour law is urgently needed to repeal and replace the Labour Act, which is now mostly out of date. In this regard, it is advisable to adapt the Ghana model, which complies

---

[247] ILO Termination of Employment Convention, 1982 (No. 158).
[248] LA, s 9(6).
[249] TDA, s 43(1).
[250] *Murphy Shipping & Commercial Services Ltd v Maritime Workers Union of Nigeria* [2012] 26 NNLR (Pt 75) 38, 409 (Obaseki-Osaghae J).

with international labour standards, to make it appropriate for our local environment. As an alternative, Nigeria can approach the International Labour Organization for guidance and technical support in drafting the new Labour Act in compliance with international labour standards.[251]

The Constitution of the Federal Republic of Nigeria 1999 should be further modified to overturn the Supreme Court's position in *Skye Bank Plc v Iwu*[252] and remove the Court of Appeal's sweeping appellate jurisdiction over the National Industrial Court. The Court of Appeal is already overburdened with appeals from the Federal High Courts, the State High Courts[253] the Sharia Court of Appeal,[254] the Customary Court of Appeal,[255] the Code of Conduct Tribunal,[256] the Election Tribunals,[257] and Courts Martial.[258]

---

[251] The Ghanaian Labour Act 2003 was drafted with technical assistance from the ILO.
[252] [2017] 16 NWLR (Pt 1590) 24, 105-106 H-A (Nweze JSC).
[253] CFRN 1999, as amended, s 241(1)
[254] Ibid, s 244(1).
[255] CFRN 1999, as amended, s 245(1).
[256] Ibid, s 246(1)(a).
[257] Ibid, s 246(1)(b).
[258] Ibid, s 240.

Labour disputes must be settled quickly[259] by experts[260] for the advancement of economic growth and industrial peace.[261] Therefore, specialized courts with limited and exclusive jurisdiction will meet the increasing demand for expertise in more complex areas of law. Informality, simplicity, flexibility and speed are the guiding principles in the settlement of labour and employment disputes. Specialized business courts will play a crucial role in the nation's economic growth.[262] The National Industrial Court is a specialized business court and the appellate courts should allow it to breathe.

There is need for a specialized Labour Appeal Court to hear appeals from the National Industrial Court on any ground of law. This will allow the Labour Appeal Court's judges, who are knowledgeable in labour law and industrial relations, the opportunity to address legal errors that the National Industrial Court may have committed. This is because the National Industrial Court's judges are fallible human beings who are prone to mistakes. Our industrial judicial system will be built on a on wrong precedents if such mistakes are not corrected. In addition, it will give the litigants the benefits of a higher court with knowledge of labour law and industrial relations to

---

[259] Stefan Van Eck, 'The Constitutionalization of Labour Law' [2005] *Obiter;* 549, 551-552.
[260] CFRN, s 254B (3) and (4).
[261] *Dudley v City of Cape Town* [2004] 25 *Industrial Law Journal* 991 para 9 (Constitutional Court of South Africa (CC); *National Education, Health and Allied Workers Union v University of Cape Town* 2000 (3) *SA* 1 paras 30-31 (CC).
[262] Skye Bank (n 252) 174 A-B (Aka'ahs JSC).

examine the decisions of the National Industrial Court in order to correct any manifest error. It will further provide the National Industrial Court's judges with opportunity to be promoted to the Labour Appeal Court.

It will be quite apposite to recap these recommendations with the words of Bambulu, a noble character in the play titled *This is Our Chance*. In his words, 'The world outside moves fast, my lord, and we must move with it. This is our chance.'[263]

[263] James Ene Henshaw, *This is Our Chance* (Bounty Press Ltd 2004) 40.

MY CONTRIBUTIONS TO COMMERCIAL AND INDUSTRIAL LAW:

First of all, I have crossed the centenary threshold of writing over 100 publications comprising books by reputable publishers, chapters in reference books and articles in national and international journals. My works have been indexed in several legal bibliographies. In particular, I have made the following contributions to **Commercial and Industrial Law:**

1. **Classification of contracts of employment**: I have simplified the classification of contracts of employment in Nigeria into three, namely: (a) contracts of employment governed by the common law; (b) contracts of employment governed by written agreements; and (c) contracts of employment governed by statutes and regulations made under statutes.[264]

2. **Categories of workers**: By using such incidents of employment as continuity of employment, mutuality of obligations and statutory employment rights, I have

---

[264] GG Otuturu, 'Categories of Contract of Employment' [2005] 9(1-2) *Modern Practice Journal of Finance and Investment Law* 201; GG Otuturu, 'The Limits of the Application of the Rules of Natural Justice in Contracts of Employment' [2008] 2(2) *Labour Law Review* 67; GG Otuturu, 'Status of the Contract of Employment of a Public Servant: Lessons from Idoniboye-Obu v NNPC' [2010] 4(2) *Labour Law Review* 42; GG Otuturu, 'Job Security and the Nigerian Worker: Issues, Challenges and Prospects' [2015] 9(2) *Labour Law Review* 34; GG Otuturu, 'Employment Protection through the Nigerian Labour Laws: Lessons from the United Kingdom and South Africa' [2017] 7(1) *African Journal of Law and Criminology* 54.

identified some categories of workers who are not employees at the workplace. I have also made clear distinction between civil servants and public servants in terms of their recruitment, promotion, discipline, dismissal and the remedies available to them.[265]

3. **Employer's remedies for breach of contract of employment**: I have reinvented the remedies for breach of contract of employment beyond the traditional remedies of an employee. I have harnessed the remedies of an employer into four, namely: (a) suspension of employee; (b) interdiction of employee; (c) dismissal of employee; and (d) compensation for loss.[266]

---

[265] GG Otuturu, 'When is a Worker an Employee? An Analysis of the Categories of Workers under Nigerian Law' (2021) 1(2) *Journal of Law and Policy* 1-14

[266] GG Otuturu, 'Remedies for Breach of Contract of Employment I: Employer's Remedies" [2022] 2(7) *Journal of Law and Policy* 53-58**;** GG Otuturu, 'Remedies for Breach of Contract of Employment II: Employee's Remedies' [2022] 2(7) *Journal of Law and Policy* 59-69

ACKNOWLEDGEMENTS

There is an innumerable company of people who have contributed to my education, career and development up till this moment. This is the time to acknowledge some of them. The first and greatest commandment recorded in the Bible is to love God with all my heart, all my mind and all my strength.[267] It means that as long as l live, I owe my life and the air that I breathe to the Almighty God.

The second commandment is to love my neighbour as myself.[268] In other words, I cannot love my neighbour more than I love myself. It is another way of saying that charity begins at home. To me, that means that I must begin by acknowledging my father of blessed memory, Chief (Rev) Edison George Otuturu who taught me by his exemplary life to work harder (with more effort) and smarter (with more knowledge) each day until I become one of the best in my field of study. Today, I know that I have fulfilled not only my dreams but also his desire for me to study further for a doctorate degree and to transfer to the Niger Delta University. I can imagine that he is rejoicing with me in the bosom of the Lord.

There are three people who influenced me by their style of teaching. The first person is Professor Seth Accra-Jaja, who was Dean, Faculty of Management Sciences, Rivers State University, Nkpolu-Oroworukwo, Port Harcourt and Vice-Chancellor,

---

[267] Deuteronomy 6:5; Matthew 22:37.
[268] Matthew 22:39.

Federal University, Otuoke. The second person is Professor OVC Okene, who was Dean, Faculty of Law, Rivers State University. The third person is Professor Israel NE Worugji, who is also a Professor of Law, Rivers State University. Their depth of knowledge and simplicity in teaching coupled with their friendly disposition influenced me to be the kind of teacher that I am today.

There are also three people who helped me to weather the storms that I faced at different times in this University. The first person is my Vice Chancellor, Professor Allen Agih. The very first time I met him in this University, he took me to his office, the Directorate of Linkage and Assurance, and helped me to secure sponsorship of my PhD programme with the Federal Government Needs Assessment Fund. My Vice Chancellor, Sir, I am grateful to you. The second person is Professor Tonbarapagha Kingdom, who is now the Deputy Vice Chancellor (Administration) of this great University, and the third person is Professor Damfebo Kieriseiye Derri, my Dean, as I used to call him. Professor Derri encouraged me to keep sending my publications over and over again to the then Chairman of the Plagiarism Committee who kept saying that he could not open the files containing some of my publications and that he could not find my publication details. So, I kept sending the publications until the files opened with the intervention of God and the publication details were found with the intervention of Professor Tonbarapagha Kingdom. I owe all of you a great debt of gratitude.

I am equally indebted to my late principal, Smart Joseph Ofoluwa, Esq., for his encouragement and guidance. For nearly two decades of practice under his tutelage, he always told me to read the law reports because, as he repeatedly said, 'The law is in the reports.' He encouraged me to read the *Nigerian Weekly Law Reports* from cover to cover and make notes of important issues in practice and procedure. From these practice notes, I have written several books and articles. I am also indebted to Fatai Aremu Oso (SAN), with whom I also had a brief stint of practice before he passed on to eternity.

I am also grateful to all my colleagues in the Faculty of Law especially Professor Felix Eboibi (HOD PPL), Dr Kelvin Bribena (HOD JPL), Professor Pereowei Subai (Chairman, Postgraduate Committee), Professor Gina Elvis-Imo (Queen of the Faculty), Dr Abdullahi Yusuf Abdullahi (my twin brother from different parents), Dr Nitoni George Lawson (my brother from Ogbia), Dr (Mrs.) Beinmonyo Vivien Brisibe (my sister from Brass), Dr Richard Ogbe (my brother from Southern Ijaw), Miss Kieriboyegha Stephen Appi (my sister from Nembe), Mrs. Bogofanyo Titus (my sister from Okoroma), Mr. Fyneman Magbisa and Mr. Japhet Zikenah (my able lieutenants), Mrs. Grace Oruwari-Popoola (my sister who bears my mother's name and plays the role of my mother in the faculty) and Miss Euphemia Alagoa (my sister who bears the name of my grand aunt and plays the role of my grandmother in the faculty). Permit me to mention my Faculty Officers, Mr. Kehinde Slaboh and Dr. Heartrest Victor, and their team; the Faculty Accountant,

Mr. Ibarakumo Isenah and his team; and the HOD Works, Engr Meshack Igoni, and his team. Permit me also to mention Mr. Daabo Ofurugbo, Pastor Toru Godman, Pastor Rita Yabefa and my able Secretary, Veronica Titus, who often condoned me for my habit of coming early to work and closing late from work. Time will fail me to mention all the host of academic and nonacademic staff of the Faculty of Law. I appreciate all your sacrifices and labour of love.

I am equally grateful to His Eminence (Dr) Edmund Maduabebe Daukoru (Mingi XII), Amanyanabo of Nembe Kingdom, for his contribution to my education at the Nigerian Law School (NLS), Victoria Island, Lagos. Ever since I graduated from the NLS, I have continued to enjoy the patrimony of His Eminence and the Nembe Chiefs Council for which I remain very grateful. I am also grateful to HRH King Ebinimi Donka Solomon (Ovoh III), Obenema of Akakumama (Otu-Ovoh) in Okoroma Clan for standing by me during the burial of my father in the Atlantic City of Twon-Brass.

I am further grateful to my late uncles, HRH Sambo Aye Sa Taria, Obenema of Dorgu-Ewoama (Ewama Ovoh), HRH Trust Begold Alagba, Obenema of Ologoama (Otu-Okoroma), HRH Eric Gbali Alagoa, Amanyanabo of Tereke, Chief GNS Edgar Zachariah, and Elder Benjamin Nicholas Dienagha (JP), all of Okoroma descent, for the virtues of discipline, respect and determination which they instilled in me. I cannot fail to acknowledge my late aunt, Mrs. Ranso Ezekiel (nee Atamgbe

Apiri) who always said to me, ‘Take paper and pen and write down your story, so that you will not become a stranger in your own town.’

I am also grateful to my cousins, Elder Gospel Nicol-Ikata (who is the oldest direct grandson of Joseph Otuturu Oruwari and who now plays the role of my father); Chief (Capt.) Donald Nicholas Spiff (who oversees the affairs of the Otuturu Chieftaincy House in Twon-Brass); Chief (Dr) Engr. Moses Ockiya (Head of Ockiya House); Chief (Dr) Bright Erewari Igbeta (Head of Igbeta House); Chief (Engr) Ayebaesin Samuel Dienagha Kien (Head of Kien House); Elder Fagha Inainfe Adaminegbe; late Chief (Dr) Markson Amaegbe Tamuno and late Chief Solomon Dambo.

I would like to appreciate my nephews, Chief Allison Davison Gogo and his family; European Chief Samuel Zeb-Omoni and his family; Pastor Blessing Ameri and his family amongst a great multitude of others. I cannot forget to mention my first daughter, Mrs. Mary Caesar (nee George Otuturu) and her family; my younger brother, Pastor Emi George Otuturu and his family; and my sisters, Bogofanyo George Otuturu, Ekeipre George Otuturu, Elizabeth George Otuturu, Iniye George Otuturu, Itari George Otuturu and Christiana Edmund (nee George Otuturu). I am glad to be one of you.

Finally, I am indebted to my wife, Dr (Mrs.) Florence George Otuturu, my first son, Joseph, and his siblings, Solomon,

Benjamin and Grace, for the sleepless nights I spent in writing, typing, editing and proofreading the books and articles that brought me to this level.

To my niece, Nimibofa Majors, and my sister-in-law, Mrs. Esther Olowho, I say a big thank you for the excellent catering services you provided for this occasion.

To all my listeners, I say God bless you all. To all who travelled from far and near, I pray that the Almighty God will grant you journey mercies. And to this great university, the Niger Delta University, I say, *"Je plante ma tente."* That is to say "Here I pitch my tent."

THANK YOU.

BIBLIOGRAPHY

Textbooks

Agomo CK, *Nigerian Employment and Labour Relations Law and Practice* (Concept Publications Ltd 2011)

Anderman SD, *Labour Law: Management Decisions and Workers' Rights* (Butterworths 1998)

Atiyah PS, *An Introduction to the Law of Contract* (3rd edn, Oxford University Press 1981)

Bernard C and others (eds), *The Future of Labour Law: Liber Amicorum Bob Hepple QC* (Hart Publishing 2004)

Blanpain R and others (eds), *Comparative Labour Law and Industrial Relations in Industrialized Market Economie*s (Kluwer International BV 2010)

Brownlie I, *Principles of Public International Law* (3rd edn, Oxford University Press 1979)

Davies P and Freedland M, *Khan-Freund's Labour and the Law* (3rd edn, Stevens & Sons 1983)

Deakin S and Morris GS, *Labour Law* (3rd edn, Butterworths 2001)

Erugo SI, *Introduction to Nigerian Labour Law* (Nikky Communication 1998)

Ewing K, 'Laws against Strikes Revisited' in Bernard C and others (eds), *The Future of Labour Law: Liber Amicorum Bob Hepple QC* (Hart Publishing 2004)

Humblet M and others (eds), *International Labour Standards: A Global Approach* (ILO 2001)

ILO, *Conciliation in Industrial Dispute - A Practical Guide* (ILO 1973)

ILO, *Core Labour Standards Handbook* (Asian Development Bank 2006)

ILO, *International Labour Organization's Fundamental Conventions* (ILO 2000)

ILO, *Rules of the Game: A Brief Introduction to International Labour Standards* (ILO 2009)

ILO, *Termination of Employment Digest: A Legislative Review* (ILO 2000)

Katz HC and Kochan TA, *Introduction to Collective Bargaining and Industrial Relations* (2nd edn, McGraw-Hill Co. Inc. 2000)

Okene OVC and Otuturu GG, 'Domestic Application of International Labour Standards: A Review of Constitutional Law and Practice in Nigeria' in Tonwe SO (ed), *Saved to Serve: Academic Biography of Professor Akintunde Emiola* (Amfitop Book Company 2018) 265

Okene OVC and Otuturu GG, 'Toppling the Final Jurisdiction of the National Industrial Court: The Mischief in Skye Bank v Iwu' in Amucheazi OD and Atilola B (eds), *The National Industrial Court of Nigeria and Progressive Development of Labour and Employment Law in Nigeria* (Hybrid Consult 2019) 466

Otuturu GG, *Legal Aspects of Employment in Nigeria* (Pearl Publishers 2006)

Otuturu GG, *Legal Aspects of Industrial Relations in Nigeria* (Pearl Publishers 2007)

Otuturu GG, *Principles and Practice of the Law of Contract in Nigeria* (Princeton & Associates Publishing Co. Ltd 2021)

Rao EM, *Industrial Jurisprudence: A Critical Review* (LexisNexis 2008)

Rojot J, 'Security of Employment and Employability' in Blanpain R and others (eds), *Comparative Labour Law and Industrial Relations in Industrialized Market Economie*s (Kluwer International BV 2010) 460

Servais JM, *International Labour Law* (3rd revised edn, Kluwer Law International B.V. 2011)

Shaw MN, *International Law* (6th edn, Cambridge University Press 2008)

Sims E, "Employment Security" in M Humblet and others (eds), *International Labour Standards: A Global Approach* (Geneva: ILO 2001)

Smith A, *The Wealth of Nations* (Bentham Books 1776)

Toit D. du, et al *Labour Relations Law* (Lexis Nexis Butterworths 2003)

Tonwe SO (ed), *Saved to Serve: Academic Biography of Professor Akintunde Emiola* (Amfitop Book Company 2018)

Valticos N, *International Labour Law* (Springer Science and Business Media BV 1979)

Wade ECS and Philips GG, *Constitutional and Administrative Law* (9th edn, London: Longman 1979)

Wade HWR, *Administrative Law* (6th edn, Oxford: Oxford University Press 1988)

Wet ED and others, *The Implementation of International Law in Germany and South Africa* (Pretoria University Press 2015)

Worugji INE, *Introduction to Individual Employment Law in Nigeria* (Adorable Press 1999)

Journal Articles

Bellace JR, 'Human Rights at Work: The Need for Definitional Coherence in the Global Governance System' [2014] 30(2) *International Journal of Comparative Labour Law and Industrial Relations* 173

Bellace JR, 'The ILO Declaration on Fundamental Principles and Rights at Work' [2001] 17 *International Journal of Comparative Labour Law and Industrial Relations* 269

Borchard E, 'The Relations between International Law and Municipal Law' [1940] 27 *Virginia Law Review* 137

Cheadle H, 'Regulated Flexibility: Revisiting the LRA and BCEA' [2006] 27 *Industrial Law Journal* 663, 668.

Davis R, 'The UN Guiding Principles on Business and Human Rights and Conflict-affected Areas: State Obligations and Business Responsibilities' [2012] 94(887) *International Review of the Red Cross* 961

Eck SV, ‘The Constitutionalization of Labour Law’ [2005] *Obiter* 549

Fridman GHL, ‘Freedom of Contract’ [1967] 2 *Ottawa Law Review* 1

Ganz G, ‘Public Law Principles Applicable to Dismissal from Employment’ [1967] 30 *Modern Labour Review* 288

Ishola GK, ‘ILO and the International Labour Standards Setting: A Case of Nigeria Labour Acts’ [2013] 1(1) *Journal Human Resource Management* 15

Jackson JH, ‘Status of Treaties in Domestic Legal Systems: A Policy Analysis’ [1992] 86 *American Journal of International Law* 310

Kelsen H, ‘The Concept of the Legal Order’ [1982] 27 *American Journal of Jurisprudence* 64

Kolben K, ‘Labour Rights as Human Rights’ (2010) 50(2) *Virginia Journal of International Law* 449

Maupain F, ‘Revitalization Not Retreat: The Real Potential of the 1998 ILO Declaration for the Universal Protection of Workers’ Rights’ [2005] 16(3) *European Journal of International Law* 439

Mengenli OA, ‘Does It Make a Difference to Follow Monism or Dualism?’ [2010] 2 *Ankara Bar Review* 85

Muffels RJA and Wilthagen RCJM, ‘Flexicurity: A New Paradigm for Analyzing Labour Markets and Policies Challenging the Trade-off between Flexibility and Security’ [2013] 7(2) *Sociology Compass* 111

Muhi CJ, ‘The Employment-at-will Doctrine: Three Major Exceptions’ [2001] 1 *Monthly Labour Review* 1

Neudorfer MS and Wernig C, ‘Implementation of International Treaties into National Legal Orders: The Protection of the Rights of the Child within the Australian Legal System’ [2010] 14 *Max Planck United Nations Year Book* 409

Oji EA, ‘Application of Customary International Law in Nigerian Courts’ (2010) *NIALS Law and Development Journal* 151

Okeke CN, ‘International Law in the Nigerian Legal System’ [1997] 17 *California Western International Law Journal* 311

Okonkwo PO, ‘The Concept of International Core Labour Standards’ [2010] 4 (1) *Nigerian Journal of LabourLaw Industrial Relations* 69

Olutoyin BI, ‘Treaty Making and Its Application under Nigerian Law: The Journey So Far’ [2014] 31(31) *International Journal of Business and Management Innovation* 7

Otuturu GG, ‘Categories of Contract of Employment’ [2005] 9(1-2) *Modern Practice Journal of Finance and Investment Law* 201

Otuturu GG, ‘Implications of Sanctity of Contract in Employer-Employee Relations’ [2006] 10(1-2) *Modern Practice Journal of Finance and Investment Law* 111

Otuturu GG, ‘The Limits of the Application of the Rules of Natural Justice in Contracts of Employment’ [2008] 2(2) *Labour Law Review* 67.

Otuturu GG, ‘Status of the Contract of Employment of a Public Servant: Lessons from Idoniboye-Obu v NNPC’ [2010] 4(2) *Labour Law Review* 42.

Otuturu GG, ‘Determination of Contract of Employment by Notice or Payment in Lieu of Notice’ [2014] 8(2) *Labour Law Review* 39.

Otuturu GG, ‘Job Security and the Nigerian Worker: Issues, Challenges and Prospects’ [2015] 9(2) *Labour Law Review* 34.

Otuturu GG ‘Employment Protection through the Nigerian Labour Laws: Lessons from United Kingdom and South Africa’ [2017] 7(1) *African Journal of Law and Criminology* 54.

Ozioko MVC, ‘The Relevance of International Labour Organization Conventions to Promote Rights of Workers and Fair Labour and Industrial Practice in Nigeria’ [2016] 7(1) *Journal of Emerging Trends in Educational Research and Policy Studies* 65

Ross WD, ‘Industrial Relations in Great Britain’ [1942] 58 *Law Quarterly Review* 184

Schutter OD, ‘Towards a New Treaty on Business and Human Rights’ [2015] 1(1) *Business and Human Rights Journal* 42

Sharma N, ‘Practice in Relation of International Law in India’ [2015] 2(11) *Law Mantra Online Journal* 1

Sibbel L, ‘ILO Conventions and the Covenant on Economic, Social and Cultural Rights: One Goal, Two Systems’ [2001] 1 *Dialogue + Cooperation* 51

Weiss MS, ‘International Treaties and Constitutional Systems of the United States, Mexico and Canada: Proceedings of the Seminar on International Treaties and Constitutional Systems of the United States, Mexico and Canada: Laboring in the Shadow of Regional Integration’ [1998] 22 *Maryland Journal of International Law* 185

Worugji INE, ‘Termination of Contract of Employment under Nigerian Law’ [1993] 3 *Modus International Law and Business Quarterly* 18

Unpublished Works

Abo Akademi University, ‘Protection of Human Rights at the Institute for Human Rights’ (Abo Akademi University, 17-28 August 2009)

Human Rights Watch, ‘A Strange Case: Violations of Workers’ Freedom of Association in the United States by European Multinational Corporations’ (Human Rights Watch 2010)

ILO, *Tripartite Declaration of Principles concerning Multinational Enterprises and Social Policy,* adopted by the Governing Body of the International Labour Office at its 204th Session (November 1977) and amended at its 279th Session (November 2000), 295th Session (March 2006) and 329th Session (March 2017)

Onuegbu HC, 'ILO Conventions and the Nigeria Labour Laws' (Paper delivered at the Chevron Branch of PENGASSAN Workshop on Industrial Relations and Career Management, Lagos, 13th November 2014)

Otuturu GG, 'The Limits of the Right to Strike in Nigeria: International and Comparative Perspectives' (Unpublished PhD Thesis, Rivers State University 2019)

Shyllon OO, 'Monism/Dualism or Self Executing: The Application of Human Rights Treaties by Domestic Courts in Africa' (Paper presented at the Advanced Course on the International Protection of Human Rights at the Institute for Human Rights, Abo Akademi University, 17-28 August 2009)

United Nations, 'Guiding Principles on Business and Human Rights: Implementing the United Nations "Protect, Respect and Remedy" Framework' (United Nations 2011)

United Nations, 'Ten Principles of the United Nations Global Pact' (Global Pact Office, 2008)

United Nations, 'Right to Freedom of Peaceful Assembly and of Association: Note by the Secretary-General' (United Nations 2016)

Internet Sources

Amnesty International, 'Peoples Republic of China: Labour Unrest and the Suppression of Rights to Freedom of Association and Expression' <AI Index ASA 17/015/2002> accessed 10 September 2021.

Brindusa M, 'The Dualist and Monist Theories: International Law's Comprehension of These Theories' 2 <http://revcurentjur.ro/old/arhiva/attachments_200712/recjurid071_22F.pdf> accessed 31 October 2021.

Dasgupta S, *Employment Security: Conceptual and Statistical Issues* (Geneva: International Labour Organization 2001) 3-4 <http:/www.ilo.org/public/English/protection/ses/download/docs/employ.pdf> accessed 4 April 2021

Dekker R, 'Employment Security: a Conceptual Exploration' Working document for the Programme 'Employment Security: New Security for a Changing Labour Market' January 2010 at 6-7 <media.leidnuniv.nl/…/20-20-10.paper. ronalddekker-employment-secur> accessed 6 April 2022

ILO, *Declaration on Fundamental Principles and Rights at Work* (Geneva, International Labour Office 1998), paragraph 2(a). <http://www.ilo.org/dyn/declaris/DeclarationWeb.indexPage> accessed 15 October 2025

ILO, *Protection against Unjustified Dismissal* (82nd Session, 1995; Report III (Part 4B) (Geneva: ILO 1995) <http://www.ilo.org/public/libdoc/ilo/P/09661/09661 (1995-82-4B).pdf> accessed 5 April 2022

ITUC, 'Internationally Recognized Core Labour Standards in Nigeria: Report for the WTO General Council Review of the Trade Policies in Nigeria' (Geneva, 28 and 30 June, 2011) <www.ituc-si.org/IMG/pdf/final-Nigeria_TPR_CLS_2_pdf> accessed 2 August 2024

NDU 66TH INAUGURAL LECTURER

PROF GOGO GEORGE OTUTURU

LL.B., LL.M, PhD, BL, DipEd, CBA, AITD, ACIArb

Professor of Commercial and Industrial Law

Dean, Faculty of Law

Niger Delta University, Wilberforce Island, Bayelsa State

ABOUT THE INAUGURAL LECTURER

Professor Gogo George Otuturu was born at Otu-Ovoh (now called Akakumama) Community in Okoroma Clan in the then Brass Local Government Area of the old Rivers State, now Nembe Local Government Area of Bayelsa State. He started his primary education at State School Ologoama (originally called Otu-Okoroma) Community in Okoroma Clan. He finished his primary education in 1978 with Distinction.

Professor Gogo George Otuturu attended the famous Nembe National Grammar School, Nembe, where he obtained his West African School Certificate (WASC) in 1983. He worked briefly as a Sales Clerk and passed both the entrance examination to the Nigerian Defence Academy (NDA), Kaduna, and the Universities Matriculation Examination (UME) in 1987. While in the training camp in Kaduna, his father of blessed memory, Chief (Rev) Edison George Otuturu, sent for him to study Law at the Rivers State University of Science and Technology, Nkpolu-Oroworukwo, Port Harcourt, with the advice of his uncle, also of blessed memory, Chief GNS Edgar Zachariah.

Upon completion of his Bachelor of Laws (LLB) degree in 1991, he proceeded to the Nigerian Law School, Victoria Island, Lagos. He was called to the Bar in 1992. He served his National Youth Service Corps with Warri Refining and Petrochemical Company Limited, Ekpan-Warri. After the youth service, he returned to Port Harcourt where he combined his educational business as Director of the Centre for Administrative Studies

with his legal practice in the law firm of S. J. Ofoluwa & Co. (Odeli Chambers).

Professor Gogo George Otuturu took up his first permanent teaching appointment with the Bayelsa State College of Arts and Science, Agudama-Epie, Yenagoa, in 2001. He later became Coordinator of the School of Communication and Legal Studies in the same institution. Upon the establishment of the Bayelsa State College of Education, Okpoama-Brass, he transferred his services to the new institution in 2010. He was later appointed Director of Academic Planning in the same institution. In 2014, when the institution metamorphosed into Isaac Jasper Boro College of Education, Sagbama, he transferred back to the Bayelsa State College of Arts and Science, Elebele, now Bayelsa State Polytechnic, Aleibiri. While in Bayelsa State College of Arts and Science, Elebele, he also served as Head of the Department of Communication and Legal Studies and later as Director of Academic Planning. He was later promoted to the rank of Principal Lecturer in 2014 and served on the Appointments and Promotions Committee, Staff Disciplinary Committee, and Accreditation Committee. Finally, in 2016, he transferred his services to the Niger Delta University as Lecturer I. He rose through the ranks to become **Professor of Commercial and Industrial Law**.

Professor Gogo George Otuturu was the pioneer Post Graduate Coordinator in the Faculty of Law (2019-2022), during which period, he also served as a member of the Postgraduate School

Curriculum Committee. He was later appointed Acting Head, Department of Jurisprudence and Public Law (2022-2024). He currently serves as a member of the Senate Curriculum and Instructions Committee, Senate Students Disciplinary Committee, and Senate Staff Disciplinary Committee. He also currently serves as Dean of the Faculty of Law.

Professor Gogo George Otuturu has authored over 100 publications comprising books, chapters in reference books and articles in national and international journals in the areas of Commercial and Industrial Law, Land Acquisition and Compensation Law, Arbitration and Conflict Resolution Law, and Legal Research Methodology. He is author of *The Legal Aspects of Employment in Nigeria* (2006), *The Legal Aspects of Industrial Relations in Nigeria* (2007), *Law and Business in Nigeria* (2008), *Principles and Practice of the Law of Contract in Nigeria* (2021), co-author of *Nigerian Company Law and Practice* (2020) and co-editor of *Legal Essays in Honour of Prof. E. E. Essien (SAN), Legal Essays in Honour of His Excellency Henry Seriake Dickson* and *Legal Essays in Honour of Justice Mary Odili.*

Professor Gogo George Otuturu also holds Certificate in Business Administration (CBA) from the College of Continuing Education, University of Port Harcourt; Post Graduate Diploma in Education (DipEd) with specialization in Educational Management from Imo State University, Owerri; Master of Laws (LLM) degree from the then Rivers State University of

Science and Technology; and Doctor of Philosophy (PhD) degree from Rivers State University, Port Harcourt. He is also an Associate of the Nigerian Institute of Training and Development (AITD); Associate of the Chartered Institute of Arbitrators (ACIArb); Member of the Employment and Labour Lawyers Association of Nigeria (ELLAN); Member of the African Labour Law Society (ALLS); Member of the Nigerian Association of Law Teachers (NALT); and Member of the Nigerian Bar Association (NBA), Yenagoa Branch.

Professor Gogo George Otuturu has contributed immensely to the development of legal education in Nigeria. He has been instrumental in the establishment of several faculties of law in both private and public universities in Nigeria. He is an Adjunct Professor of Law at Michael and Cecilia Ibru University, Agbara-Otor, Ughelli North, Delta State. He loves reading, writing, teaching, thinking and speaking. He is married to Dr (Mrs.) Florence George Otuturu and they are blessed with many children.

NIGER DELTA UNIVERSITY
INAUGURAL LECTURE SERIES

S/N	NAME	TITLE	DATE
1.	Engr. (Prof.) Humphrey Andrew Ogoni	Chemical Engineering and Environmental Revolution	10-04-2008
2.	Prof. Joshua Fusho Eniojukan	The Touchstone of the Pharmacy Profession	02-03-2011
3.	Engr. (Dr.) Dau S. Ziborkere	Post-Harvest Agricultural Processing: Lessons from the Honeybee	30-03-2011
4.	Prof. Kingsley Danekete Alagoa	A Probe as a Predictive Tool: A Theoretical Physicist's Pathway (Plasma as a Model)	25-05-2011
5.	Prof. Augustine A. Ikein	The Petroleum Question Towards Harmony in Development	26-03-2014
6.	Prof. Timothy T. Epidi	Insects: Our Friends Our 'Foes'	28-05-2014
7.	Prof. Tuemi Tudou Asuka	Education: The problem of Nigeria	25-06-2014
8.	Prof. Olanrewaju Rita-Marie Omobuwajo	What Come's out from the Pot?	16-07-2014
9.	Prof. kolawole Kayode Ajibesin	The Forest is Pregnant	06-08-2014
10.	Prof. Chabuovie Menizbeya Sorgwe	African Culture Historiography: A Cogitation on African Identity and Recurrent Problems of Cultural Revival	27-18-2014
11.	Prof. Wenikado Sylvester Ganagana	Ozidi Avenges: A Sculpto-Graphotherapeutic and Pictorial Naratology in Art	17-09-2014
12.	Prof. Akpoebi Clement Egumu	Agricultural Education for Self-Reliance in the Niger Delta Area	22-10-2014
13.	Prof. Christopher Okwuchukwu Ahiakwo	Dispelling Darkness-The Nigerian Experience	28-01-2015
14.	Engr. Prof. IfeOluwa Kenny Adewumi	Engineering the Environment	25-02-2015
15.	Prof. Youchou Mirabeau	The Divinity Behind the Tripod: The Man, The Invisible World and Death	15-04-2015

16.	Prof. Tubonye Clement Harry	"Aid to Aids: A Journey of Serendipity	12-08-2015
17.	Prof. Samuel Gowon Edoumiekumo	God, man And The World: The Nigerian Tripodic "exchangeological" Dilemma	21-10-2015
18.	Prof. Beleudanyo Gbalipre Fente	The Barrack Boy with the knife, Health and mathematical Surgical Decision in the Mangrove Forest	27-01-2016
19.	Prof. Sieyefa Fun-akpa Brisibe	Family Medicine: "The Complexities of differentiating Undifferentiated undifferentiated diseases in a differentiated Proffession"	09-03-2016
20.	Prof. Donbebe Wankasi	Sorption: A Prodigy of Life and Living	16-11-2016
21.	Prof. (Mrs) Abiodun Oluseye Adeyemo	The Fish and Its Parasites: Angst of Producers and Consumers	14-12-2016
22.	Prof. Solomon T. Ebobrah	Extra-Constitutional Adjudication of rights and the Desacralisation of the Nigerian Court: End of the Beginning or the Beginning of the End?	18-01-2017
23.	Prof. Dimie Ogoina	Associates, Adversaries & Adjutants: Exploring the Diverse Roles of Micro-Organisms Health and Disease	15-02-2017
24.	Prof. Ambily Etekpe	Nigeria Without Oil: The 'caaba' Model of Reconstructing Local Economy of The Niger Delta Region.	15-03-2017
25.	Prof. Comfort Chiegenashi Zuofa	Thriving Through Life's Changing Scenes: My Perception of Adult Education	19-04-2017
26.	Engr Prof. CDR Alfred Ezenwa Ogbonnaya	Vibrating A Nation to a State of Stable Equilibrium	17-05-2017
27.	Prof. Abowei, Jasper Freeborn Nestor	Fishery-the Earth's Foundation: A Treasure in Obscurity	19-07-2017
28.	Prof. Ibaba Samuel Ibaba	"Mopping the Wet Floor While Overlooking the Leaking Roof: Rethinking Peace Building	26-08-2017

29.	Prof. B Bio Kombo	Bloodless Surgery: Convergence of Science and Religion. Where Do We Go From Here?	15-11-2017
30.	Prof. Z. Jeremiah	The Oracle in the Blood	13-12-2017
31.	Prof. Elijah Ohimain	Ubiquitous Microbes: The Virtuous he iniquitous and the innocuous.	17-01-2018
32.	Prof. Onyaye Edgar Kunle-Olowu	Best Evidence: Best Care For Newborns, The Prospects in Bayelsa State	18-07-2018
33.	Prof. Innocent Miebaka Aprioku	Addressing, Redressing and Undressing The Regional Development Planning Process in Nigeria	01-08-2018
34.	Prof. Allen Aziba-Odumosi Agih	Bloom's Taxonomy Revisited	20-02-2019
35.	Prof. Ezekiel Dixon Dikio	Nano, Nano, Nano	20-03-2019
36.	Prof. Kemebradikumo Daniel Pondei	Viruses: Ignored, Neglected, Poorly Understood With Resulting Devastating Consequences	17-04-2019
37.	Prof. Daisy Inyingi Dimkpa	Simple as Counselling but Greater than Medicine	04-12-2019
38.	Prof. Savior Nathan Anari Agoro	The Practice of Alternative Theatre in Nigeria	23-06-2021
39.	Prof. Agnes Ebi Maliki	The Counsellor in a Changing World	14-08-2021
40.	Prof. Ebimieowei Etebu	Bio-Molecular Revolution and the Invisible Imperatives: Lessons for Democratic Governance and National Cohesion	18-08-2012
41.	Prof. Jonathan E. Oghenekohwo	Investment Needs of Adult Education in the Andragogy of the Excluded	20-10-2021
42.	Prof. Comfort Ebere Mbachu	Teacher Motivation: A Recipe for Effective Curriculum Implementation at The Classroom Level	17-11-2021
43.	Prof. Stanley Ogoun	Accounting: The Last Universal Language Beyond The Babel Tower Holocaust-Demonised, Yet Imperviously Germane	08-12-2021

44.	Prof. Peter Ego Ayunku	Financial Inclusion: The Last Hope of the Common Man in Sub-Saharan Africa	19-01-2022
45.	Prof. Promise Mebine	Boundless Mathematics: The Novelty of Applications to Life & Panacea to Living	16-02-2022
46.	Prof. Meeting Mee-Edoiye Andawei	Project Citizenization: Imperative For Rebooting Value-Driven Public Infrastructure in Nigeria	21-12-2022
47.	Prof. Blessing Ngozi Igwesi	Educare-Familia	18-01-2023
48.	Prof. Zekieni Robert Yelebe	Man-Machine Interaction: The Role of Chemical Engineers in Environmental Management	25-01-2023
49.	Prof. Prince Ebiowei Kainga	Musa sapientum and Musa Paradisica: THE COMPARATIVE BRIDE	08-02-2023
50.	Prof. Zifegha S. Ebigbagha	BUT FOR GRAPHICS, NO SUSTAINABLE DEVELOPMENT	15-02-2023
51.	Prof. Lazarus Baribiae Saale	Conflict And Insecurity in the Human Heart: The Religious Antidotes	22-02-2023
52.	Prof. Christine Oyaibugha Odi	Children of the Motherists Are Here…	01-03-2023
53.	Prof. Joy-Telu Hamilton-Ekeke	Health Promotion, Health Literacy, Primary Healthcare, Health Education: Mother of All Three	03-22-2023`
54.	Prof. Jonah Akekere	The Pressure of Poverty In Africa: An Analogy of the Meat on the Alter	19-04-2023
55.	Prof. Benedict Binebai	The Theory And Drama of the Silent Space	19-07-2023
56.	Prof. Damfebo Kieriseiye Derri	Petroleum Prospecting in Nigeria: Paradox of Curses And Blessings	21-02-2024
57.	Prof. Mark Leigha	University Funding: Does The 'Multopoda' Matter?	20-03-2024
58.	Prof. Aloysius Ebi Ligha	Congenital Malformations: Is It By Accident or The Gods Are To Blame?	21-08-2024

59.	Prof. Tonbarapagha Kingdom	Fishing Solutions In Niger Delta: The Dilemma of a Fisheries Scientist	23-04-2025
60.	Prof. Davidson Enoni Egirani	Geochemichal Mitigation Strategies for Timebomb in Nigeria's Mineral Wealth and Sustainable Development	21-05-2025
61.	Prof. Mercy Amaebi Orukari	Mathematics: The Structure of Life	16-07-2025
62.	Prof. Philips O. Okolo	Corruption, Governance and Development: Nigeria is Secure	20-08-2025
63.	Prof. Chinyelu Helen Obienu Madukosiri	From Lab to Farm Transformative Approaches in Nutritional and Clinical Biochemistry: A Path Towards Sustainable Food Systems for Improved Health	17-09-2025
64.	Prof. Paul Binaebi Igbongidi	Marketing in the Age of Surveillance Capitalism: Ethical Frontiers and the Battle for the Consumer's Mind: The Business Educator's Perspective	07-10-2025
65.	Prof. Oghenekaro Godwin Egbi	The Human Kidneys: Casualty of Societal Maladies; An SOS Distress Call	19-11-2025

SERIES OF RECENT INAUGURAL LECTURE

NIGER DELTA UNIVERSITY
WILBERFORCE ISLAND, BAYELSA STATE.

56th Inaugural Lecture

PETROLEUM PROSPECTING IN NIGERIA: PARADOX OF CURSES AND BLESSINGS

DAMFEBO KIERISEIYE DERRI
B.Sc; LL.B; BL; LL.M; Ph.D in Law
Professor of Law (Oil & Gas),
Niger Delta University, Wilberforce Island, Bayelsa State
Dean, Faculty of Law
Niger Delta University, Wilberforce Island, Bayelsa State

NIGER DELTA UNIVERSITY
WILBERFORCE ISLAND, BAYELSA STATE.

63rd Inaugural Lecture

From Lab to Farm

Transformative Approaches in Nutritional and Clinical Biochemistry: A Path Towards Sustainable Food Systems for Improved Health

Prof. Chinyelu Helen Obienu Madukosiri
BSc. (UI), MSc. (UJ), PhD (UJ), MNSBMB, MNSN, PICCON, MNWG-FCDBN, CMNAAIP
Professor of Nutritional / Clinical Biochemistry
Department of Biochemistry, Faculty of Basic Medical Sciences,
College of Health Sciences, Niger Delta University,
Wilberforce Island, Bayelsa State, Nigeria

NIGER DELTA UNIVERSITY
WILBERFORCE ISLAND, BAYELSA STATE.

64th Inaugural Lecture

MARKETING IN THE AGE OF SURVEILLANCE CAPITALISM: ETHICAL FRONTIERS AND THE BATTLE FOR THE CONSUMER'S MIND: THE BUSINESS EDUCATOR'S PERSPECTIVE

Prof. Paul Binaebi Igbongidi
B. Sc (RSUST), M.Ed (RSUST), Ph.D (UNN)
Professor of Business Education
(Marketing Management/Entrepreneurship)
Department of Business Education
Faculty of Education, Niger Delta University
Wilberforce Island, Bayelsa State, Nigeria.

NIGER DELTA UNIVERSITY
WILBERFORCE ISLAND, BAYELSA STATE.

65th Inaugural Lecture

THE HUMAN KIDNEYS: CASUALTY OF SOCIETAL MALADIES; AN SOS DISTRESS CALL

PROF. OGHENEKARO GODWIN EGBI
MBBS, MPH, FWACP, FMCP (Int. Med / Nephrology), PhD (Health Systems Management)
Professor of Internal Medicine & Nephrology
Department of Internal Medicine, Faculty of Clinical Sciences,
College of Health Sciences, Niger Delta University,
Wilberforce Island, Bayelsa State

Niger Delta University Publishers Limited